SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1943

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THE UNITED STATES OF AMERICA

No. 10

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vs.

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Exhibit O–5943. License Agreement Toledo Glass and Owens Bottle Machine Co., 2/25/15	20479	9697
Exhibit O–5944. Agreement between Toledo Glass and Owens Bottle Co., 7/3/22	20483	9699
Exhibit O–5948. Agreement—Toledo, Owens Bottle Machine Co. and Baldwin Travis, 12/16/03	20498	9709
Exhibit O–5995. License Agreement Owens Bottle Machine Co. and Toledo Glass and Ohio Bottle Co., 11/1/04	20519	9721
Exhibit O–5996. License Agreement Owens Bottle Machine Co., Toledo Glass and Northwestern, 11/1/04	20548	9738
Exhibit O–5997. License Agreement Owens Bottle Machine Co., Toledo Glass and Louis Hollweg, 1/2/09	20575	9755
Notation—"Copy of Assignment submitted 11/16/09 written in this place on Mr. Hollweg's duplicate of this license", etc	20595	9769
Exhibit O–5998. Agreement—Hazel-Atlas and Owens Bottle Machine Co., 5/20/09	20596	9769
Exhibit O–6004. Agreement Owens Bottle Machine and Charles Boldt Co., 10/28/09	20599	9772A
Exhibit O–6005. License Agreement Owens Bottle Machine Co., Toledo and Illinois, 1/18/11	20601	9773

EXHIBITS—Continued

Contracts—Continued	Original	Print
Exhibit O-6015. Agreement Homer Brooke Co. and Owens Bottle Machine Co., 12/14/15	20612	9780
Exhibit O-6016. Agreement Owens Bottle Machine Co. and Graham Glass, 12/14/15	20615	9782
Exhibit O-6018. License Agreement Owens Bottle Machine, Toledo Glass, Coshocton Glass and American Bottle Co., 4/13/17	20619	9784
Exhibit O-6019. Agreement Owens Bottle Co. and Coshocton Glass, 8/8/22	20637	9797
Exhibit O-6020. License Agreement Owens Bottle Machine, American Bottle and Glenshaw, 5/7/18	20641	9799
Exhibit O-6021. Surrender of license between Owens Bottle Machine Co., American Bottle and Glenshaw, 4/30/20	20660	9812
Exhibit O-6022. License Agreement Owens Bottle Machine and Turner Bros.	20663	9813
Exhibit O-6023. Agreement Owens Bottle Co. and Turner Bros., 12/24/19	20683	9826
Exhibit O-6034. Agreement Illinois Glass and Cupples Co., 12/30/27	20687	9828
Exhibit O-6040. General Lehr Agreement Hartford and Owens Bottle Co., 1/2/26	20719	9831
Exhibit O-6041. Supplemental agreement amending Lehr agreement—Hartford and Owens, 3/21/27	20745	9843
Agreement	20746	9843
Exhibit O-6042. Supplemental Agreement amending Lehr Agreement—Hartford and Illinois, 7/20/27	20750	9845
Exhibit O-6043. Agreement—Hartford and Owens-Illinois, 6/12/30, on termination of Int. 55646	20755	9847
Exhibit O-6044. Supplemental Agreement—Hartford and Owens-Illinois—Int. 55646—11/12/30	20762	9852
Consent of Simplex Engineering Co	20766	9853
Exhibit O-6045. Special Lehr Agreement—Hartford and Owens-Illinois, 2/18/31	20767	9854
Exhibit O-6046. Supplement Agreement re Dixon Lehrs-Hartford and Owens-Illinois, 2/18/31	20773	9856
Exhibit O-6047. Lehr Royalty Agreement Hartford and Owens-Illinois, 2/6/35	20776	9857
Exhibit B-6093. Letter—F. C. Ball to Brockway Glass, re contracts of April 1933, dated 10/16/40	20788	9864A
Exhibit H-6107. Settlement Agreement 8/2/35—Hartford and Florida Glass	20789	9865
Exhibit H-6108. License and Lease Hwd. 14—Hartford and Berney-Bond Co., 4/26/23	20793	9867
Exhibit H-6109. General Agreement—Hartford and Berney-Bond, 2/15/26	20820	9867
Sched. D—Royalty rates	20847	9870
Exhibit H-6110. License and Lease Hwd. 26—Hartford and Pacific Coast Glass, 5/24/23	20849	9871

EXHIBITS—Continued

Contracts—Continued	Original	Print
Exhibit H-6111. General Agreement Hartford-Fairmont and Illinois, 2/21/20	20877	9872
Exhibit O-6173. Amendment to General License—Owens-Illinois and Owens-Illinois Pacific Coast Co. to Hartford, 1/14/42	20915	9881
Exhibit O-6174. Amendment to General License—Hartford to Owens, 1/14/42	20918	9883
Sched. A—Rates of royalty	20922	9886
Exhibit O-6175. Amendment to Suction Inventions License—Hartford and Owens, 1/14/42	20924	9887
Exhibit O-6176. Amendment to Consolidated Feeder and Former License—Owens and Hartford, 1/14/42	20927	9888
Exhibit O-6177. Letter 3/14/39—A. T. S. to Owens re amendment to consolidated stacker and conveyor agreement of 10/1/35	20931	9891
Exhibit O-6179. Letter 1/2/42—Owens to H-A	20933	9892
Exhibit O-6182. Letter 1/9/42—Owens-Illinois Pacific to H-A	20934	9893
PATENTS:		
Exhibit 1888. List of Hartford stream feeding patents.	20935	9894
Exhibit 1990. Photostat of number plate for Feeder No. 9	21123	9894A
Exhibit 1991. List of patents	21124	9895
Exhibit 1992. Summary of patents in Exs. 1990, 1991 and H-5915	21127	9896
Exhibit 2008. Owens patents issued on applications involved in 138 interferences in Ex. 973, and not listed in 2 books of Owens patents—Exs. O-5952 and O-5953	21128	9897
Exhibit HA-5076B. H-A's. U. S. patents relating to manufacture of glassware	21130	9897

[fol. 17860] GOVERNMENT EXHIBIT No. 578

Consolidated Feeder and Former License and Lease

It is agreed, as of the first day of October, 1935, between Owens-Illinois Glass Company, an Ohio corporation, hereinafter called "Owens", and Hartford-Empire Company, a Delaware corporation, hereinafter called "Hartford", as follows:

I. The attached License and Lease constitutes Hartford's present form of lease contract relating to the Hartford Single and other Feeders, and to Hartford Formers, enumerated below.

II. *Serial Numbers of Feeders*

(a) of Hartford Single Feeders (78)
64, 78, 126, 127, 128, 131, 132, 242, 243, 244, 312, 328, 329, 330, 331, 332, 336, 337, 107, 108, 109, 117, 124, 145, 146, 147, 148, 149, 227, 228, 229, 246, 65, 95, 96, 100, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 165, 166, 168, 169, 171, 172, 177, 178, 179, 348, 322, 323, 324, 325, 327, 342, 343, 344, 345, 354, 355, 356, 357, 358, 218, 223, 150, 285, 291, 248.

(b) of Tucker Reeves and Beatty Feeders (7)

(c) of Illinois Pacific Feeders (8)
1, 2, 3, 4, 9, 16, 15, 19.

III. *Serial Numbers of Formers*

(a) of Individual Section Machines (4)
8, 23, 32, 36.

(b) of Press and Blow Machines (2)

IV. To make the attached form applicable to licensing and leasing of the Tucker, Reeves and Beatty Feeders and the Illinois Pacific Feeders referred to above, the words "Tucker, Reeves and Beatty" and "Illinois-Pacific" re-
[fol. 17861] spectively shall be used in place of the words "Hartford Single".

Also, to the list of exclusions of Schedule C of the attached License and Lease shall be added the following:

(j) All of the following ware when made on glass feeding machines of the Tucker and Reeves type which embody

a swinging pressure cup in which gas is burned, or embodying a swinging pressure cup in combination with an annular burner surrounding the outlet, to-wit:

1. Pressed tumblers and pressed jelly glasses, blown tumblers, blown stemware, pressed and blown tumblers and pressed and blown stemware.

2. Packers' ware, block mold type, with jelly rings thereon; all other ware which is pressed only, and not blown or pressed and blown—except vault lights; ointment jars; finger bowls; plates; nappies, salt shakers; individual salts; wax cups; stoppers, caps and covers for bottles and jars (not including fruit jar caps and covers); drawer pulls, furniture balls (substitutes for casters); lenses for flashlights, bullseyes, headlights, etc.; mangin mirrors (for moving picture production); prism glass; novelties and toys (fuse cases; animals); all ware for the production of which Federal Glass Company has exclusive rights under existing contracts and not heretofore granted by Federal Glass Company to Capstan; paper weights; stem ware (example, wine and cocktail glasses); measuring glasses—packers' jars adaptable for top seal, top side seal, and side seal caps of types such as American metal top side seal, or friction seal caps, or Anchor Cap and Closure caps, or Phoenix Hermetic "Cinch" or "Hermetic" caps, but of no other type of finish.

[fol. 17862] V. To make the attached form applicable to licensing and leasing of the Hartford Individual Section Machine, the following changes shall be made:

(a) The words "Hartford Individual Section Machine" shall be used in place of the words "Hartford Single Feeder" and Schedule A shall read—

List of Machinery and Accessories Furnished
One 4 Section Hartford Individual Section
Machine No. ...., Type "D"

(b) The following clause shall be added as a second paragraph in Section 6.

"In order that said leased machinery may be most efficiently operated by the Licensee and that the Licensor's representations as to the same may be met in practical use and Licensor's name and reputation for service and quality in the industry be maintained, the grant of rights herein to

use said leased machinery and to use the patent rights therein embodied is therefore restricted and limited as follows: In case the leased machinery shall at any time be used by Licensee in conjunction with any glass feeding machine not licensed by Licensor to Licensee and such use shall continue after the Licensee shall have received from the Licensor written notice of objection to such use, then in such case the Licensor reserves the right in its option to revoke and terminate this License and Lease in the manner hereinafter provided.

(c) The rate of royalty in Schedule D shall be two cents (2¢) per gross and the minimum royalty in Section 11 Five Hundred ($500) dollars per year.

[fol. 17863] VI. To make the attached form applicable to the Hartford Press and Blow Machine the following changes shall be made:

(a) The words "Hartford Press and Blow Machine" shall be used in place of the words "Hartford Single Feeder" and Schedule A shall read:

List of Machinery and Accessories Furnished
1 Hartford Press & Blow Machine No. . .
Class 910.

(b) The rate of royalty in Schedule D shall be six cents (6¢) per gross for ware other than fruit jars for domestic (household) use and there is no minimum royalty.

In witness whereof, the parties hereto have hereunto set their hands and seals, acting herein by their respective officers duly authorized therefor.

Hartford-Empire Company. By F. Goodwin Smith, President.

Attest:

Arthur T. Safford, Jr., Secretary.

Signed October 14, 1935—10:10 A. M.

Owens-Illinois Glass Company. By Wm. E. Levis, President.

Attest:

John H. McNerney, Secretary.

[fol. 17864] Owens-Illinois Pacific Coast Company hereby accepts, as a glass manufacturing subsidiary of Owens, the rights granted to Owens by the foregoing Agreement, as to

all Hartford Feeders and Formers held by said Owens-Illinois Pacific Coast Company, and binds itself to Hartford for the obligations arising from its exercise of such rights; but upon the condition that it shall not be responsible for the acts or covenants of Owens or any other subsidiary of Owens.

Owens-Illinois Pacific Coast Company. By Harold Boeschenstein, Vice President.

Attest:

E. F. Martin, Asst. Secretary.

[fol. 17865] License and Lease No. HSF
from
Hartford-Empire Company
to
Owens-Illinois Glass Company

Dated October 1, 1935

Hartford Single Feeder

License and Lease No. H S F .....

Preamble

This License and Lease, made this 1st day of October, 1935, between the Hartford-Empire Company, a corporation organized under the laws of the State of Delaware and having a place of business at Hartford, Connecticut, hereinafter designated as Licensor, and Owens-Illinois Glass Company, a corporation organized under the laws of the State of Ohio, and having a place of business at Toledo, Ohio, hereinafter designated as Licensee,

Witnesseth: That whereas the Licensor owns or controls certain Letters Patent of the United States and certain applications now pending for Letters Patent of the United States, relating to the manufacture of glassware, and

Whereas the Licensee is engaged in manufacturing glassware, having a plant for that purpose at ——, ——, and desires to use machinery embodying inventions shown in said letters patent and patent applications in said business at said plant:

Now, therefore, in consideration of the covenants and royalties hereinafter set forth, and a license fee of ....., [fol. 17866] receipt of which is hereby acknowledged for the

"Single Feeder" described in Schedule "A" annexed hereto, hereinafter termed the leased machinery, it is hereby mutually agreed as follows:

Section 1

Extent of License and Lease

The Licensor hereby leases to the Licensee and hereby licenses the Licensee to use the said leased machinery. Provided, however, that this license and lease is limited (not absolute) and confers only the right to use said leased machinery in continental United States, and in the manner and for the purpose hereinafter set forth, and not otherwise.

It is agreed between the parties hereto that no obligation whatsoever rests upon or is assumed by the Licensor that other machinery and equipment of the Licensee or of others will operate successfully or efficiently in conjunction with the said leased machinery of the Licensor.

Section 2

Preparation for Installation

The Licensee agrees, upon receiving drawings and lists showing locations and dimensions of said leased machinery, to furnish and have ready proper floor space, foundations, connection between tank and forehearth, piping, shafting, tools, motor power and such other adjuncts and equipment as are required, to the complete satisfaction of the Licensor.

(Not applicable—Machinery already installed.)

Section 3

Delivery and Installation

The Licensor as soon as reasonably possible after the provisions of Section 2 have been complied with, shall deliver said leased machinery f. o. b. rail shipment at place [fol. 17867] of manufacture, and shall aid in installing said leased machinery as provided in Schedule "B" annexed hereto.

The Licensee agrees to proceed diligently with the installation of said leased machinery as soon as the same is delivered, and to accept the machinery and pay royalties to the Licensor as called for by Sections 10 and 11 of this license and lease.

(Not applicable—Machinery already installed.)

Section 4

Term

The term of this license and lease, unless sooner revoked or terminated as provided elsewhere herein, shall be for an initial period of Eight (8) years from the date of this license and lease, with privilege, if claimed by the Licensee in writing before the expiration of the said initial period, of one renewal for a supplemental period of Eight (8) years, upon all the conditions hereof, except as to installation and further renewal, and without additional license fee for such renewal.

Section 5

Licensor Retains Title

It is understood and agreed that the Licensor and its successors and assigns, retain, and at its or their own option, shall continue to retain throughout the term of this license and lease, complete title to said leased machinery.

Section 6

Place and Nature of Use

Said leased machinery and all improvements thereon shall be used only for manufacturing the glassware defined [fol. 17868] as "Permitted Ware" in Schedule "C" annexed hereto, and only at said plant of Licensee located at

.....

.....

or at any other plant owned by the Licensee.

Said leased machinery and all improvements thereon shall be used for delivering glass to only one forming machine, and not otherwise.

Section 7

Prohibition of Assignment

The said leased machinery shall be used only by the Licensee or its operatives. Neither the said leased machinery nor this license and lease shall be transferred, assigned or sub-let by the Licensee, except to the purchaser of the entire business of the Licensee. If either be otherwise transferred, assigned or sub-let, or if the Licensee discon-

tinues for a period of more than one year the production of glassware under this license and lease, or is adjudicated bankrupt, or a receiver is appointed over it, or if the Licensee makes any general transfer or assignment for the benefit of creditors, then and in any such case this license and lease may, at the option of the Licensor, be terminated.

Section 8

Changes, Additions and Improvements

No changes and no additions other than reasonable and necessary repairs and other than necessary or proper safety appliances, shall be made in or to said leased machinery except by consent of both parties to this license and lease, or except as provided in Section 16 hereof for the event of injunction, and except as provided in this Section for improvements; and all changes and additions when made, shall become the property of the Licensor.

[fol. 17869] The Licensee shall, during the term of this license and lease, be given the benefit, for the purposes set forth in Section 6, of any and all improvements for use in and upon said leased machinery, which may be devised, developed or acquired by the Licensor, if and when said improvements shall, with the express consent of the Licensor, have been used commercially in the United States upon said leased machinery in the making of glassware or upon machinery of identical type used by other licensees of the Licensor. In such event the Licensor will, upon written request of the Licensee, furnish to the Licensee with reasonable promptness, such parts as may be needed to apply the said improvements to the said leased machinery and at prices similar to those charged by Licensor for such parts to other similar licensees. Such improvements shall be used by the Licensee only in or upon the said leased machinery, and only during the term of this license and lease. All parts displaced from said leased machinery by the said improvements shall be returned to the Licensor.

The word "improvements," when used in this license and lease, shall be held to mean only (1) substitution of new parts for old parts of said leased machinery; or (2) changing old parts thereof; or (3) addition of new devices which are intended and adapted to become integral portions of such machinery and to perform only one or more of the original functions of such machinery; and not otherwise.

Section 9

Accounting

The Licensee shall keep proper books of account during its entire operation under this license and lease, showing the length of time that said leased machinery is operated each day, and the number, kinds and sizes of glassware produced each day by said machinery, and all other facts necessary or advantageous for carrying out the purpose of this license and lease, all in such form, within reasonable limits, as shall be specified by the Licensor.

Such books shall at all reasonable times be open to the inspection of the Licensor, or its duly authorized agents. [fol. 17870] The Licensee shall, on or before the tenth day of each month, furnish to the Licensor upon blanks provided by the latter, properly certified detailed statements giving in itemized form all the data mentioned in this Section, so far as may be required by the Licensor, for the preceding calendar month.

Section 10

Royalties

The Licensee shall pay to the Licensor during the term of this license and lease, royalties on all merchantable glassware produced by or with the aid of said leased machinery from the completion of its installation, at rates, for the respective items of ware, as provided in Schedule "D" annexed hereto.

All of said royalties shall be paid monthly, at the Licensor's office in New York funds, on or before the fifteenth day of each month, for and upon all merchantable glassware manufactured by the Licensee under this license and lease, during the preceding calendar month.

Section 11

Minimum Royalty

The said Licensee shall pay in royalties a minimum royalty under this license and lease of not less than Fifteen Hundred ($1,500) Dollars per year, to be payable in New York funds, on or before the fifteenth day of January, for the year last preceding, during the entire term of this license and lease, including the said supplemental period, if entered upon, of Eight (8) years, subject to the pro-

visions of Section 18. The first and last payments hereunder shall be prorated according to the number of months during which such minimum royalty shall have actually been accruing in the first and last calendar years respectively.

Provided, Further, that Licensee shall pay no minimum royalties for any calendar year until such time as the earned royalties on ware produced shall be less than the sum obtained from multiplying the number of feeders and [fol. 17871] formers under license and/or under license and lease by the minimum royalties required under each license and/or license and lease and at such time only to the extent that the total production royalties shall be less than said sum.

Section 12

Insurance—Taxes—Liability for Injury

The Licensee shall also at its own expense, procure and place in the hands of the Licensor good policies of insurance against fire to the amount of the full insurable value of said leased machinery, payable in case of loss to the Licensor; shall also pay all taxes assessed against said leased machinery, and shall hold and save the Licensor harmless against any and all damages and costs resulting from injury occurring to any of the said Licensee's employees or others on account of or in connection with said leased machinery, subsequent to the installation thereof.

Section 13

Operation of Machinery

The Licensee shall keep, use and operate said leased machinery and all parts thereof in a careful, safe, prudent, and proper manner; shall maintain the same in good order, damage by fire excepted as hereinafter set forth; shall not, without consent of the Licensor, add to or subtract from such leased machinery as supplied by the Licensor, excepting necessary or proper safety appliances, or allow changes to be made therein, or interfere with the proper operation thereof, or remove or deface any plates, dates, numbers or inscriptions placed thereon by the Licensor. The Licensee shall promptly notify the Licensor of the need of any repairs or renewals of said leased machinery, and the Licensee shall at its own expense effect such repairs and renewals, purchasing the necessary renewal parts from the

Licensor. The Licensor agrees to furnish promptly such renewal parts at prices not in excess of the prices charged by responsible outside parties for parts of similar design, [fol. 17872] material and workmanship. If the Licensor declines or neglects so to furnish such parts, the Licensee may procure them elsewhere, but they shall not be installed on such machinery until they have been inspected and approved by a representative of the Licensor. The Licensee shall pay for the reasonable time and expenses of such representative.

Section 14

Inherent Defects

The Licensor shall remedy and make good without charge, any inherent defects appearing in the materials of said leased machinery, during one year from date of installation.

Section 15

Acknowledging Validity of Patents

(a) So long as this License remains in force, the Licensee agrees not to dispute the validity of the Letters Patent under which this License is granted, so far as these patents apply to the methods and machines which are hereby licensed to the Licensee.

(b) In case a final decree shall declare to be void all or substantially all of the Licensor's patents embodied in and relating to the said leased machinery, so that the Licensee is thereby evicted from all or substantially all of the benefits of this license and lease, then and in that case the Licensee may at its option revoke and terminate this license and lease, in which event the Licensee shall thereupon restore to the Licensor all of the said leased machinery and its appurtenances as provided in Section 19 hereof, and shall thereupon be relieved from paying further minimum royalties. Provided, however, that until such revocation and restoration the Licensee shall continue to be bound by all the covenants and provisions of this license and lease.

[fol. 17873] Section 16

Protection of Licensee from Infringement Claims—Liability for Non-Performance

(a) The Licensor will at its own expense save and hold the Licensee harmless against damages and costs recov-

ered in any suits or claims brought against the Licensee for alleged infringement of patents based on the use of the said leased machinery, but only to the extent of the royalties which shall have been paid by the Licensee during and for the period of infringement and before the judgment for such recovery, said period not to exceed, however, the twenty-four months immediately preceding such judgment. The Licensor shall, upon the written request of the Licensee, defend any such suits or claims, unless or until the Licensor shall elect to effect a settlement thereof. The Licensee shall promptly inform the Licensor of any such suit or claim, or any threat or probability thereof, coming to the knowledge of the Licensee, and shall, at the Licensor's expense, fully and freely aid the Licensor in defending the same; and shall further promptly inform the Licensor of any infringement of the Licensor's patents coming to the knowledge of the Licensee.

(b) The Licensor shall have the right to intervene in and defend, as a party thereto, any suit brought against the Licensee during the term hereof which involves any contention that the making, selling or use of such leased machinery, or any improvement or part thereof, constitutes an infringement of any patent.

(c) In case the Licensor shall be delayed in the performance of, or be rendered unable to perform all or any part of this license and lease, by reason of strikes, unavoidable accident, the non-arrival of machines or materials, or if the installation or operation of the said leased machinery shall be delayed or stopped by the process or order of any court of competent jurisdiction, the Licensor shall not be liable to the Licensee for any loss, delay or damage incurred thereby, except for damages recovered for infringement as set forth and limited above in this Section, provided, however, that if the right of the Licensee to use the said leased [fol. 17874] machinery, or any part thereof shall be suspended by reason of an order, decree or injunction issued by any court of competent jurisdiction, then during the continuance of restraint by such order, decree or injunction, or until the Licensor shall have substituted other machinery or parts as hereinafter set forth, which said Licensor agrees to do as promptly as reasonably possible, the minimum royalty as set forth in Section 11 hereof shall be waived.

(d) In the event of such an order, decree or injunction being issued against any part or parts of said leased machinery, the Licensor reserves the right to substitute with reasonable promptness other machinery or parts for those involved in the injunction and at no cost or charge to the Licensee. The part or parts so substituted shall be of an efficiency substantially equal to that of the part or parts so involved in said order, decree, or injunction and shall immediately become subject to all the provisions of this license and lease.

(e) In the event that such order, decree or injunction shall become permanent against any part or parts of said leased machinery, and no substitution of machinery or parts shall have been made with reasonable promptness as above stated, then in that event this license and lease shall cease and terminate in all its provisions, and if the said event occurs during the first Three (3) years of the term of this license and lease, the Licensee shall be entitled to receive back the said license fee paid by it, after deducting therefrom such proportion thereof as the elapsed time under this license and lease shall bear to the said three years.

Section 17

Right of Revocation

In case the Licensee shall violate or fail to observe any of the conditions set forth in Sections 1, 6, 7, 8, 9, 10, 11, 12, 13, 15, 20 and 21 of this license and lease, or shall cause the same to be violated, the Licensor shall have the right at its option, to revoke and terminate absolutely, this license and lease upon giving written notice to the Licensee of said revocation at least thirty (30) days before the time when such revocation is to take effect.

[fol. 17875] Except as provided in Sections 15, 16, 18 and 21, no termination or revocation whatsoever of this license and lease under any section hereof, nor the use of the remedy of injunction, accounting or re-possesion shall, however, affect or in any way discharge the liability of the Licensee hereunder, to pay and to continue to pay to the Licensor, the minimum royalty provided by Section 11 hereof, for and during the entire term of this license and lease, including its supplemental eight year period if entered

upon, nor shall any royalties paid by said Licensee be returned.

Section 18

Commutation of Minimum Royalties

It is further agreed that in the event of such revocation set forth in Section 17, the Licensee, in lieu of said obligation therein provided to pay the said minimum royalties throughout said entire term, may at its option wholly discharge said obligation by paying to the Licensor within sixty days after said revocation, a lump sum equal to fifty (50) per cent. of the total minimum royalties which would under this license and lease be payable during the remainder of said term, including its said supplemental period if entered upon; and provided further, that the Licensee may at any time during said term, including said supplemental period, revoke and terminate this license and lease in its option, by giving written notice to the Licensor sixty (60) days beforehand of its intention so to revoke and by paying to the Licensor within said sixty days a lump sum in discharge calculated as above set forth in this Section.

Section 19

Re-Possession of the Machinery

Upon the termination of this license and lease at the end of its initial or supplemental period, or sooner as herein provided, the Licensee shall return to the Licensor the said leased machinery and all appurtenances thereof, covered by this license and lease, in good condition, reasonable wear and use excepted, by delivering the same properly [fol. 17876] crated and packed f. o. b. cars at any convenient freight station near the plant of the Licensee. If said Licensee shall fail so to deliver the machinery, the Licensor is hereby authorized to enter upon any premises where the said leased machinery may be and take possession thereof and remove it.

Section 20

Inspection

Duly authorized agents or employees of the Licensor shall at all reasonable times be allowed access to the said leased machinery for the purpose of inspecting the same

and its operation and use, and the Licensee shall afford all reasonable facilities therefor.

Section 21

Fire Loss

(a) In the event that the said leased machinery shall be damaged by fire so as to cause a suspension of production therewith the Licensee shall immediately give written notice to the Licensor as to the extent and nature of the damage to the said leased machinery and as to the plans and intentions of the Licensee relative to repairing the damage and resuming operations under this license and lease.

(b) In the event of such damage by fire, the Licensor, if so requested in the said notice, shall at its own expense and to an extent not exceeding the amount of insurance received, provide the Licensee with the machinery or parts thereof necessary to repair or replace the damaged machinery or parts. The Licensee shall at its own expense promptly and diligently proceed to install the said machinery or parts thereof. From the time when said notice is received by the Licensor and thereafter during only such time, not exceeding six months, as may be necessary for providing and installing the said machinery or parts, the minimum royalty set forth in Section 11 hereof shall be waived.

[fol. 17877] (c) If the Licensee shall not within six (6) months after the occurrence of the fire rebuild or otherwise repair the damage and resume operation under this license and lease, or if the Licensee shall fail to resume the payment of royalties when due, then in any of these cases the Licensor shall have the right at its option to revoke and cancel this license and lease.

Section 22

Waiving of Conditions

None of the terms of this license and lease shall be held to have been waived or altered unless such waiver or alteration is in writing, signed by an officer of the Licensor, expressly authorized thereto.

In Witness Whereof each of the parties hereto has caused this license and lease to be executed in duplicate,

in its name and behalf, as of the day and year first above written, the Hartford-Empire Company by —— ——, Name of Officer, ——, Official Title, and —— ——, Licensee, by —— ——, Name of Officer, —— Official Title, both thereto duly authorized.

Licensor's Signature

Hartford-Empire Company, (Seal) by —— ——, Name of Officer, —— Official Title. In presence of: —— ——. (Seal.)

[fol. 17878] Licensee's Signature

Licensee, by —— ——, Name of Officer, ——, Official Title. In presence of: —— ——, (Seal.)

[fol. 17879] Schedule A

Annexed to License and Lease No. H S F —— ——, Dated — —, ——.

List of Machinery and Accessories Furnished

Single Feeder No. —.

1. 1 Hartford Single Feeder equipped with parts shown below adapted to cover range of ware specified elsewhere in this contract — Class 144

Shear Cam	Plunger Lever
Plunger Cam	Spout Casing
Drop Guide	Tube Clamp
Ring Holder	Needel Chuck
Tube Holder	Shear Shanks
Orifice Support	

Not including the following parts:

Spout	Arch Blocks
Orifice Ring	Needle
Tube	Shear Blades
Spout Cover	

2. 1 Plain Sub-Base ..... Class 144
3. 1 Set Metal Parts for Forehearth ..... " "
4. 1 Set Clay Parts for Forehearth ..... " "
5. 1 Interceptor Mechanism ..... " "
6. 1 Drive Mechanism excepting Motor, but

	including Chains and Sprockets adapted to cover range of ware specified elsewhere in this contract	Class	144
7.	1 Machine Synchronizer	"	"
8.	1 Set Single Feeder Operating Tools	"	"

[fol. 17880] Schedule B

Annexed to License and Lease No. H S F—Dated ——, ——

Installation of Machinery

1. The Licensor will furnish free of charge to the Licensee such general supervision as the Licensor may deem necessary in connection with the installation of the leased machinery set forth in Schedule "A" annexed hereto.

2. The Licensor will, if requested in writing by the Licensee, furnish a competent machinist to direct and assist in the said installation.

3. The Licensor will, if requested in writing by the Licensee, furnish a competent operator to intsruct the Licensee's operators in the operation of the said machinery for a period not exceeding two weeks from the time the said machinery is installed.

4. The Licensee will pay to the Licensor the entire cost incurred by the Licensor under (2) and of instructions under (3), including the traveling and living expenses of the men furnished, plus 10% of the said entire cost.

(Not applicable to machinery already installed)

[fol. 17881] Schedule C

Annexed to License and Lease No. H S F—Dated ——, ——

Specification of Glassware Which May be Made

Permitted Ware

Glassware (parts thereof and therefor)

Exclusions

The following articles are expressly excluded and shall not be produced under this license:

(a) Bulbs and tubing and cane all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes.

(b) Signal and optical ware.

(c) Ware intended and adapted for use where the heat resistance, physical strength, chemical resistance or electrical properties of such ware are of substantial value, provided such ware is made from glass having a linear coefficient of thermal expansion of less than .000006 per degree Centigrade, or containing more than five per cent boric oxide, or having an electric strength or thermal endurance or chemical resistance higher than a glass containing 80% silica, 10% sodium oxide, 5% boric oxide and 5% calcium oxide.

(d) Ware intended and adapted for holding food in the process of cooking or sterilizing, other than ware intended and adapted for packages for storage and sale of goods or for transportation of goods.

(e) Hot mold or Paste Mold Tumblers; lantern globes; gas globes; chimneys; drawn tube and cane.

(f) Marbles and Lithographers' balls.

[fol. 17882] (g) Flat glass, that is to say, plate glass, sheet glass,window glass, rough rolled and ribbed glass and also figured glass, colored and wire glass of the foregoing kinds in this paragraph (g) not including glass blocks or sections thereof.

(h) Glass vacuum bottles comprising any bottles, jars, jugs and/or carafes containing or consisting of a glass filler constructed of an inner cylinder enclosed within an outer cylinder with a substantial vacuum between the two cylinders.

(i) Fibers, that is, filaments of glass, whether solid or hollow, as distinguished from tubing and cane, as these terms are now generally understood in the trade.

[fol. 17883] Schedule D

Annexed to License and Lease No. H S F—Date ——
—, 19—

Rates of Royalty

The weights below specified are the weights of the finished articles.

	1. Blown or Pressed and Blown Per Gross	2. Purely Pressed* Per Gross
2 oz. weight and under	10 cents	7.5 cents
Over 2 oz. wt. and not exceeding 4 oz. wt.	11 "	8.25 "
Over 4 oz. wt. and not exceeding 8 oz. wt.	12 "	9.00 "
Over 8 oz. wt. and not exceeding 12 oz. wt.	13 "	9.75 "
Over 12 oz. wt. and not exceeding 13 oz. wt.	14 "	10.50 "
Over 13 oz. wt. and not exceeding 16 oz. wt.	15 "	11.25 "
Over 16 oz. wt. and not exceeding 20 oz. wt.	16 "	12.00 "
Over 20 oz. wt. and not exceeding 26 oz. wt.	18 "	13.50 "
Over 26 oz. wt. and not exceeding 30 oz. wt.	21 "	15.75 "
	Per Pound	Per Pound
Over 30 oz. wt. and not exceeding 96 oz. wt.	1/12 of 1 cent	1/16 of 1 cent
Over 96 oz. wt. and not exceeding 128 oz. wt.	1/6 of 1 cent	1/8 of 1 cent

*Purely Pressed (that is, produced by an operation which consists solely of pressing without the intervention of any air in the mold for the purpose of changing the shape of the article to be produced).

(1) The royalty on all fruit jars for domestic (household) use up to and including one-half gallon capacity shall be twelve cents (12¢) per gross.

(2) No royalty shall be payable by Licensee upon stoppers, caps lids and/or liners.

(3) The royalty rates on milk and cream bottles shall be twenty (20) cents per gross for one quart size, and fifteen (15) cents per gross for one pint size, and twelve (12) cents per gross for one-half pint size, and ten (10) cents per gross for one-quarter pint size, and for other sizes a royalty proportioned by weight of product to the royalty for the nearest standard size.

[fol. 17884]

EXHIBIT 578

May 1, 1936

Rates of Royalty

The weights below specified are the weights of the finished articles.

	Blown or Pressed and Blown Per Gross	Purely Pressed* Per Gross
1/2 oz. wt. and under	7½ Cents	7½ Cents
Over 1/2 oz. wt. and not exceeding 1 oz. wt.	8 Cents	7½ Cents
Over 1 oz. wt. and not exceeding 1½ oz. wt.	9 Cents	7½ Cents
Over 1½ oz. wt. and not exceeding 2 oz. wt.	10 Cents	7½ Cents
Over 2 oz. wt. and not exceeding 4 oz. wt.	11 Cents	8¼ Cents
Over 4 oz. wt. and not exceeding 8 oz. wt.	12 Cents	9 Cents
Over 8 oz. wt. and not exceeding 12 oz. wt.	13 Cents	9¾ Cents
Over 12 oz. wt. and not exceeding 13 oz. wt.	14 Cents	10½ Cents
Over 13 oz. wt. and not exceeding 16 oz. wt.	15 Cents	11¼ Cents
Over 16 oz. wt. and not exceeding 20 oz. wt.	16 Cents	12 Cents
Over 20 oz. wt. and not exceeding 26 oz. wt.	18 Cents	13½ Cents
Over 26 oz. wt. and not exceeding 30 oz. wt.	21 Cents	15¾ Cents
	Per Pound	Per Pound
Over 30 oz. wt. and not exceeding 96 oz. wt.	1/12 of a Cent	1/16 of a Cent
Over 96 oz. wt. and not exceeding 128 oz. wt.	1/6 of a Cent	1/8 of a Cent

*Purely Pressed, that is produced by an operation which consists solely of pressing without the intervention of any air in the mold for the purpose of changing the shape of the article to be produced.

[fols. 17885-17888] Whenever Licensee in any one calendar year shall have produced, with Licensed Inventions, a total of five hundred thousand (500,000) gross of milk bottles, Hartford will, during the term of this Agreement, pay to Licensee, a refund upon the royalties paid by Licensee upon additional milk bottles thereafter produced, during such year, by Licensee. Such refund shall be equivalent to seven cents (7¢) per gross upon such subsequent additional production, but shall not be paid upon more than a total additional production of five hundred thousand (500,000) gross. Such refunds shall be paid monthly within ten days after Hartford shall have received from Licensee the monthly royalty payable upon such additional production; Provided that no milk bottles of a size smaller than one-half (½) pint shall be included or counted in such first total of five hundred thousand (500,000) gross or in any production additional thereto.

[fol. 17889] GOVERNMENT EXHIBIT No. 579

Consolidated Stacker and Conveyor Agreement between Hartford-Empire Company and Owens-Illinois Glass Company.

This Agreement made and entered into as of the first day of October, 1935, between Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut, hereinafter called "Hartford", and Owens-Illinois Glass Company, a corporation of Ohio, having its principal place of business at Toledo, Ohio, hereinafter called "Owens".

Witnesseth:

That for and in consideration of One Dollar ($1.00) and other good and valuable considerations in hand paid by each of the parties to the other, receipt whereof is hereby acknowledged, and of the mutual covenants herein contained, It Is Agreed by and between the parties, Hartford and Owens, as follows:

Section 1. *Existing Stackers.* The Standard License and Lease form set forth in Schedule A annexed hereto constitutes the terms and conditions between Hartford and Owens relating to Hartford Lehr Stackers now owned by Hartford and in use at the plants of Owens and respectively iden-[fol. 17890] tified by serial numbers as follows:

73 Stackers—82, 83, 84, 85, 119, 120, 121, 122, 124, 141, 135, 4, 20, 21, 22, 27, 28, 75, 76, 77, 89, 91, 103, 104, 123, 18, 25, 26, 30, 33, 34, 23, 54, 55, 56, 57, 61, 65, 63, 64, 70, 71, 72, 142, 143, 144, 145, 146, 147, 138, 139, 152, 151, 153, 159, 160, 131, 155, 94, 95, 96, 106, 107, 108, 117, 118, 109, 110, 111, 105, 9, 81, 116.

It is understood that receipt by Hartford of the "single sum" referred to is hereby acknowledged and Section 2 and Schedule B of said Standard License and Lease form are inapplicable to such stackers inasmuch as they are already installed.

Section 2. *Existing Conveyors.* The Standard License and Lease form set forth in Schedule A annexed hereto shall likewise constitute the terms and conditions between Hartford and Owens relating to Hartford Conveyors now owned by Hartford and in use in the plants of Owens and respec-

tively identified by Serial numbers and type letters as follows:

Conveyors—RV—36, 37, 38, 35, 48, 49, 50, 51, 53, 54, 63, 65, 52, 55, 56, 57
WVQ—77, 82
ZUQ—96, 101

To make Schedule A applicable to the Hartford Conveyor the words "Hartford Conveyor" shall be used instead of the words "Hartford Lehr Stacker" and Schedule B hereof shall constitute a further description of such conveyors. It is understood that receipt of the "single sum" referred [fol. 17891] to is hereby acknowledged and Section 2 and Schedule A of said Standard License and Lease form are inapplicable to such conveyors inasmuch as they are already installed.

Section 3. *Licensing and Leasing of Additional Stackers and Conveyors.* Upon the acquisition by Owens of any additional Hartford Lehr Stackers or Hartford Conveyors from Hartford a brief description or identification of such stackers and/or conveyors shall be added to Schedule B of this agreement by an amendment signed by duly authorized officers of Hartford and Owens and such stackers and/or conveyors shall thereupon be taken, installed, held, leased, licensed, used, operated, and returned subject to the terms set forth in Schedule A.

The amount payable for any such stacker and/or conveyor is not to be in excess of the lowest amount charged by Hartford to others under similar circumstances and shall be payable according to the Hartford then existing standard terms.

Section 4. *Extension of License and Obligations to Subsidiaries of Owens.* A subsidiary of Owens is hereby defined as any corporation or association of which Owens owns over fifty percent of the voting capital stock or has equivalent ownership. The rights acquired by Owens hereunder are hereby extended to each and every present and future glassware manufacturing subsidiary of Owens, which rights, however, shall continue only so long as Owens holds such rights and such subsidiary remains a subsidiary of Owens. While any such subsidiary is enjoying such rights it shall be bound to Hartford for the obligations arising from the exercise of

[fol. 17892] such rights. Owens shall be responsible to Hartford for the performance by every such subsidiary, while it remains an Owens subsidiary, of all such obligations to Hartford of such subsidiary.

In Witness Whereof the parties hereto have hereunto set their hands and seals, acting herein by their respective officers duly authorized therefor.

Hartford-Empire Company, by F. Goodwin Smith, President.

Attest: Arthur T. Safford, Jr., Secretary.

(Signed October 14, 1935—10:17 a. m.

Owens-Illinois Glass Company, by Wm. E. Levis, President.

Attest: John H. McNerney.

Owens-Illinois Pacific Coast Company hereby accepts the rights extended to it by the foregoing Agreement as a glassware manufacturing subsidiary of Owens and binds itself to Hartford for the obligations arising from its exercise of such rights, but upon the condition that it shall not be responsible for the acts or covenants of Owens or any other subsidiary of Owens.

Owens-Illinois Pacific Coast Company, by Harold Boeschenstein, Vice President.

Attest: E. F. Martin, Asst. Secretary.

[fol. 17893] SCHEDULE A

Annexed to Consolidated Stacker and Conveyor Agreement Between Hartford-Empire Company and Owens-Illinois Glass Company

Dated: October 1, 1935

Hartford Lehr Stacker

License and Lease No. H L S —

Preamble

This License and Lease, made this — day of —— 19—, between the Hartford-Empire Company, a corporation or-

ganized under the laws of the State of Delaware and having a place of business at Hartford, Connecticut, hereinafter designated as Licensor, and —— ——, a corporation organized under the laws of the State of ——, and having a place of business at ——, hereinafter designated as Licensee,

[fol. 17894] Witnesseth: That in consideration of the covenants hereinafter set forth, and of the payment to the Licensor of the single sum of ——, the said sum being in full for royalties covering the entire term of this license and lease, to be paid by said Licensee to said Licensor in the following manner —— —— to be paid upon the execution and delivery of this license and lease and the balance of —— ——, within sixty (60) days after the "Hartford Lehr Stacker" described in Schedule "A" annexed hereto, hereinafter termed the leased machinery, is ready for shipment to Licensee, it is hereby mutually agreed as follows:

Section 1

Extent of License and Lease

The Licensor hereby leases to the Licensee and hereby licenses the Licensee to use the said leased machinery. Provided, however, that this license and lease is limited (not absolute), and confers only the right to use said leased machinery in continental United States, and in the manner and for the purpose hereinafter set forth, and not otherwise.

[fol. 17895]

Section 2

Delivery and Installation

The Licensor, as soon as reasonably possible after the provisions of Section 1 have been complied with, shall deliver said leased machinery f. o. b. at place of manufacture, and shall aid in installing said leased machinery as provided in Schedule "B" annexed hereto.

Section 3

Term

The term of this license and lease, unless sooner revoked or terminated as provided elsewhere herein, shall run until the expiration of the latest United States patent owned by the Licensor and embodied in said leased machinery.

Section 4

Licensor Retains Title

It is understood and agreed that the Licensor and its successors and assigns, retains, and at its own option, shall continue to retain throughout the term of this license and lease, complete title to said leased machinery.

[fol. 17896] Section 5

Place and Nature of Use

(a) Said leased machinery shall be used only at plants owned by the Licensee.

(b) The said leased machinery is designed, developed and adapted especially for use with glass-annealing lehrs controlled by the Licensor. The grant of rights herein to use such leased machinery and to use the said patent rights therein embodied, is therefore restricted and limited as follows: In case the said leased machinery shall at any time be used by the Licensee for the handling of glassware, into, upon or in connection with any lehr or other glass annealing machinery not then controlled or under license from the Licensor, and such use shall continue after the Licensee shall have received from the Licensor written notice of objection to such use, then in such case the Licensor reserves the right, in its option, to revoke and cancel this license and lease.

Section 6

Prohibition of Assignment

Neither the said leased machinery nor this license and lease shall be transferred, assigned or sub-let by the Licensee, except to the purchaser of the entire business of the Licensee. If either be otherwise transferred, assigned or sub-let, this license and lease may, at the option of the Licensor, be terminated.

[fol. 17897] Section 7

Right of Revocation

In case the Licensee shall violate or fail to observe any of the conditions set forth in Sections 5, 6 and 9 of this license and lease, or shall cause the same to be violated,

the Licensor shall have the right at its option to revoke and terminate absolutely, this license and lease upon giving written notice to the Licensee of said revocation at least thirty (30) days before the time when such revocation is to take effect.

Section 8

Re-Possession of the Machinery

Upon the termination of this license and lease at the end of its term, or sooner as herein provided, the Licensee shall return to the Licensor the said leased machinery and all appurtenances thereof and all changes and additions made thereto, covered by this license and lease, in good condition, reasonable wear and use except, by delivering the same properly crated and packed f. o. b. cars at any convenient freight station near the plant of the Licensee. If said Licensee shall fail so to deliver the machinery, the Licensor is hereby authorized to enter upon any premises where the said leased machinery may be and take possession thereof and remove it.

[fol. 17898]

Section 9

Inspection

Duly authorized agents or employees of the Licensor shall at all reasonable times be allowed access to the said leased machinery for the purpose of inspecting the same and its operation and use, and the Licensee shall afford all reasonable facilities therefor.

Section 10

Waiving the Conditions

None of the terms of this license and lease shall be held to have been waived or altered unless such waiver or alteration is in writing, signed by an officer of the Licensor, expressly authorized thereto.

In Witness Whereof each of the parties hereto has caused this license and lease to be executed in duplicate, in its name and behalf, as of the day and year first above written, the Hartford-Empire Company by —— and ——, Licensee; by ——, both thereto duly authorized.

[fol. 17899] Licensor's and Licensee's Signatures

Hartford-Empire Company, by —— ——, —— Title.
(Seal.)

In presence of —— ——, —— ——.
—— ——, by —— ——, —— Title. (Seal.)
—— ——, —— ——.

[fol. 17900] Schedule A

Annexed to License and Lease No. H L S —

Date —— —, 19—.

List of Machinery and Accessories Furnished

Stacker No. —

1. 1 Hartford Lehr Stacker, Class — Type — equipped with parts shown below
2. 1 Ware Spotter
3. 1 Timer Valve
4. 3 Index Cams
5. 12 Tong Blanks

[fol. 17901] Schedule B of Schedule A

Installation of Machinery

1. The Licensor will furnish free of charge to the Licensee such general supervision as the Licensor may deem necessary in connection with the installation of the leased machinery set forth in Schedule "A" annexed hereto.

2. The Licensor will, if requested in writing by the Licensee, furnish a competent machinist to direct and assist in the said installation.

3. The Licensor will, if requested in writing by the Licensee, furnish a competent operator to instruct the Licensee's operators in the operation of the said machinery for a period not exceeding two weeks from the time the said machinery is installed.

4. The Licensee will pay to the Licensor the entire cost incurred by the Licensor under (2) and of instructions

under (3), including the traveling and living expenses of the men furnished, plus 10% of the said entire cost.

[fols. 17902-17904] Schedule B

Annexed to Consolidated Stacker and Conveyor Agreement Between Hartford-Empire Company & Owens-Illinois Glass Company

Dated: October 1, 1935

List of Machinery and Accessories Furnished

Conveyor No. —

1 Hartford Ware Conveyor, Class —— Type —— as identified by the following description:

Z—Silent Chain
Y—Universal silent chain
X—Malleable iron chain
W—Individual paddles or supports for ware
R—Slats on roller chain
V—Pneumatically controlled, intermittent Geneva drive
U—Continuous drive
T—Uphill run
S—Downhill run
Q—Dead plate with ware pusher

[fol. 17905] Government Exhibit No. 580

Consolidated Lehr Agreement between Hartford-Empire Company and Owens-Illinois Glass Company

This Agreement made and entered into as of the first day of October, 1935, between Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut (hereinafter called "Hartford"), and Owens-Illinois Glass Company, a corporation of Ohio, having its principal place of business at Toledo, Ohio (hereinafter called "Owens");

Witnesseth that

Whereas Owens has held certain lehrs of Hartford under License and Lease:

Whereas Owens and Hartford each had certain licenses from the other under the respective patents of Owens and Hartford relating to lehrs; and

Whereas all said Licenses and Leases and said licenses were cancelled as of September 30, 1935, and the parties

desire to enter into a new agreement with respect to the licensing and leasing of said lehrs of Hartford, and with respect to said licenses under the respective lehr patents of the parties;

[fol. 17906] Now, therefore, in consideration of the premises and the covenants and royalties hereinafter set forth, the parties agree as follows:

Article I

Licensing and Leasing of Hartford Lehrs

Section 1. *Existing Lehrs.* The License and Lease set forth in Schedule B annexed hereto constitutes the terms and conditions between Hartford and Owens relating to each one of the following Hartford lehrs (more specifically described in Schedule A annexed hereto) with all accessories therefor and furnished by Hartford, to-wit: Nos. 22, 31, 41, 42, 43, 44, 45, 46, 47, 48, 49, 67, 73, 74, 75, 95, 112, 128, 129, 130, 131, 140, 141, 143, 144, 145, 146, 147, 163, 175, 194, 201, 202, 204, 205, 206, 207, 208, 209, 210, 211, 212, 220, 252, 255, 262—(46 lehrs).

It is understood that receipt by Hartford of the "license fee", provision for which is made in the second paragraph of page 11 of Schedule B, is hereby acknowledged and that Sections 2 and 3 and Schedule B of said License and Lease are inapplicable to such lehrs inasmuch as they are already installed.

Section 2. *Acquisition by Owens of Additional Lehrs.* Hartford agrees that it will furnish and lease to Owens and license Owens to use such number of the glass annealing devices known as the "Hartford Lehr" and more particularly described in Schedule A annexed hereto, as Owens shall from time to time request. The license fee payable for any such Lehr shall not be in excess of the lowest amount charged by Hartford to others under similar circumstances and shall be payable according to Hartford's [fol. 17907] then existing standard terms. Upon the acquisition by Owens of any additional Lehr under the provisions hereof, there shall be added to Schedule A of this agreement a brief description or identification of such Lehr, by an amendment signed by duly authorized officers of Hartford and Owens, and such Lehr shall thereupon be taken, installed, held, leased, licensed, used, operated and returned

subject to all the terms and conditions set forth in the license and lease form in Schedule B.

Section. 3. *Spread of Minimum Royalties.* Owens shall be entitled to "spread" the minimum royalties on all Lehrs; that is to say, the total minimum royalties for any one calendar year payable by Owens to Hartford for the use of any Lehrs, whether leased in accordance with the provisions of Article I or licensed in accordance with the provisions of Section 4 of Article II shall not exceed Four Hundred Dollars ($400.00) (or a lesser amount prorated in accordance with Section 9 of Schedule B) times the number of Lehrs which at the given time are held under Lease and License or under license under Section 4 of Article II.

Section 4. *Extension of Rights and Obligations to Subsidiaries of Owens.* The term subsidiary as used in this Agreement shall mean every corporation of which Owens owns over fifty per cent (50%) of the voting capital stock or has equivalent ownership. The rights acquired by Owens under this Agreement are hereby extended to each and every present and future glassware manufacturing subsidiary of Owens, which rights, however, shall continue only as long as Owens holds such rights and such subsidiary remains a subsidiary of Owens. While any such [fol. 17908] subsidiary is enjoying such rights, it shall be bound to Hartford for the obligations arising from the exercise of such rights. Owens shall be responsible to Hartford for the performance by every such subsidiary, while it remains an Owens subsidiary, of all such obligations to Hartford of such subsidiary.

Article II

Licensing of Lehrs Other Than Hartford Lehrs

Section 1. *Additional License Rights.* It is understood and agreed that the rights hereby granted under this Article II shall be in addition to those provided for in Article I of this Agreement.

Section 2. *Release of Owens by Hartford.* Except as to those lehrs heretofore furnished by Hartford, Hartford hereby releases Owens from any and all claims by Hartford for infringement, both past and future, with respect

to any and all lehrs heretofore built and now in the possession of Owens.

Section 3. *License to Owens—Electric Lehrs.* Hartford hereby grants to Owens a nonexclusive license running for the life of the patents under which this license is granted, without royalty, to make and/or have made for it, and to use in any and all factories now owned or hereafter acquired by Owens, any and all inventions covering lehrs and/or methods of operating lehrs which, or the right to grant the use of which, is now owned and/or is hereafter acquired by Hartford prior to July 1, 1941, for use only in connection with lehrs in which the heat used (apart from that introduced by the glassware itself) is produced substantially entirely by electricity. The license granted by [fol. 17909] this Section 3 shall not cover lehrs licensed by Hartford to others and subsequently acquired by Owens.

Section 4. *License to Owens—Oil and Gas Fired Lehrs.*

Hartford, in so far as it has the right to do so, hereby grants to Owens a non-exclusive, nonassignable (except to the successors to its entire glass container manufacturing business) and nondivisible (except to its subsidiaries) license running to July 1, 1941, to make and have made for it and to use gas and/or oil fired lehrs under any and all inventions covering lehrs and/or methods of operating lehrs which, or the right to grant the use of which, is now owned and/or is hereafter owned by Hartford prior to July 1, 1941, and Owens agrees to pay to Hartford for the use of such inventions, when embodied in gas and/or oil fired lehrs, hereafter built by or for and used by it, royalties at Hartford's lowest standard rates effective during the given time for the given type of lehr embodying such inventions and under similar terms and conditions.

The rates specified in Section 9 of Schedule B annexed hereto, constitute Hartford's present lowest standard rates. If more favorable terms or conditions shall be granted to others by Hartford, such more favorable terms or conditions shall be included by way of amendment to this license.

The following gas and/or oil fired decorating lehrs owned by Owens are now used under the terms of Sections 2 and 4 of Article II of this Agreement:

Col. No. 1	Cla. No. 1
Col. No. 2	L. A. No. 1

The licensing of any additional lehrs hereunder shall be evidenced by the addition to Schedule A hereof of a brief description or identification of such lehr by amend-
[fol. 17910] ment signed by duly authorized officers of Hartford and Owens.

Section 5. *License to Hartford.* Owens hereby grants to Hartford a nonexclusive license running for the life of the patents under which this license is granted) to make, use and/or sell under, and to grant sublicenses to others under, all patents of Owens upon inventions relating to lehrs and/or methods of operating lehrs now owned or hereafter acquired by Owens prior to July 1, 1941. The right hereby granted to Hartford can be assigned to the successor to substantially the entire business of Hartford.

Section 6. *Dixon Lehrs.* It is agreed that as to the Five (5) Dixon Lehrs heretofore acquired from Atlantic Bottle Company and located at Brackenridge, Pennsylvania, Owens will pay to Hartford royalties, at Hartford's lowest standard rates, effective during the given time for similar types of lehrs embodying such inventions under similar circumstances, upon Hartford's establishing, by decree of a court of final jurisdiction, or by decree of a lower court from which no appeal has been taken, that Dixon lehrs embodying the same features as the above mentioned Dixon lehrs of Owens infringe one or more patents owned by Hartford, said royalties to begin at the date of such adjudication.

Section 7. *Arbitration.* In the event that any question shall arise as to whether such gas and/or oil fired lehrs as mentioned in Article II, Section 4 above, embody one or more features covered by patents owned by Hartford and/or if any other dispute shall arise falling within the general scope of this Agreement, the same shall be determined by arbitration under the rules, then obtaining, of
[fol. 17911] the American Arbitration Association and judgment may be entered on the award in the highest court having jurisdiction.

Section 8. Hartford hereby grants to Owens without royalty a nonexclusive, nondivisible license for the United States to make and have made for it and to use in the factories of Owens and its subsidiaries the inventions set forth in the last four (4) claims 19, 20, 21, and 22 of Amsler

patent No. 1,837,311, and in claims 24 and 25 of Mulholland patent No. 1,833,090. Said license shall run for the full term of said patents.

In witness whereof the parties have hereunto set their hands and seals, acting herein by their respective officers duly authorized therefor.

Hartford-Empire Company, By F. Goodwin Smith, President.

Attest: Arthur T. Safford, Jr., Secretary.

Signed October 14, 1935—10:13 a. m.

Owens-Illinois Glass Company, By Wm. E. Levis, President.

Attest: John H. McNerney, Secretary.

[fol. 17912] Owens-Illinois Pacific Coast Company hereby accepts the rights extended to it by the foregoing Agreement as a glassware manufacturing subsidiary of Owens and binds itself to Hartford for the obligations arising from its exercise of such rights, but upon the condition that it shall not be responsible for the acts or covenants of Owens or any other subsidiary of Owens.

Owens-Illinois Pacific Coast Company, By Harold Boeschenstein, Vice President.

Attest: E. F. Martin, Asst. Secretary.

[fol. 17913] SCHEDULE A

Annexed to Consolidated Lehr Agreement between Hartford-Empire Company and Owens-Illinois Glass Company

Dated: October 1, 1935

Description of Lehrs Covered by Agreement. Hartford Lehr, Class 133, Types "D" and "E"; also, Types "F", "G", "H", and "K"—all equipped to anneal or treat ware specified elsewhere in this contract and including the following equipment:

1. Motors to suit Licensee's current characteristics.
2. Motor Drive and suitable speed change mechanism.

3. Control system including—(a) Built-in Pyrometer System; (b) Draft Gauges.
4. Burner Equipment for oil or gas (city or natural).
5. Bottle Spacers.

The difference between the "D" and "E" Lehr generally is that of width, the "D" lehr being approximately 34" and the "E" lehr 42" in width. The standard length is 60' with a 15' platform but the length can be varied to meet particular conditions. Type "F" wide decorating, "G" narrow hand, "H" wide hand and "K" narrow decorating lehrs generally speaking are of approximately the same construction as the "D" and "E" lehrs referred to above with the addition of a top fire-box and heating-up zone.

[fol. 17914] SCHEDULE B

Annexed to Consolidated Lehr Agreement between Hartford-Empire Company and Owens-Illinois Glass Company

Dated: October 1, 1935

License and Lease No. HL —

PREAMBLE

This License and Lease, made this — day of —, 19—, between the Hartford-Empire Company, a corporation organized under the laws of the State of Delaware and having a place of business at Hartford, Connecticut, hereinafter designated as Licensor, and — a corporation organized under the laws of the State of — and having a place of business at — hereinafter designated as licensee,

Witnesseth: That whereas the Licensor is the owner of certain methods, designs and plans for machinery for the manufacture of glassware, and builds such machinery, and is the owner of Letters Patent of the United States and of certain applications now pending for Letters Patent of the United States, all relating to the machinery herein leased, or to the methods or processes performed by said leased machinery, and

[fol. 17915] Whereas the Licensee is engaged in manufacturing glassware, having a plant for that purpose at — and desires to use machinery embodying inventions shown in said letters patent and patent applications in said business at said plant:

Now, therefore, in consideration of the covenants and royalties hereinafter set forth, and a license fee of — to be paid by said Licensee to said Licensor in the following manner — to be paid upon the execution and delivery of this license and lease; and the balance of — within sixty (60) days after the "Hartford Lehr" described in Schedule "A" annexed hereto, hereinafter termed the "leased machinery", is ready for shipment to Licensee; and in consideration of the covenants of the parties hereinafter set forth, it is hereby mutually agreed as follows:

Section 1

Extent of License and Lease

The Licensor hereby leases to the Licensee and hereby licenses the Licensee to use the said leased machinery. Provided, however, that the license and lease is limited (not absolute), and confers only the right to use said leased machinery in continental United States, and in the manner and for the purpose hereinafter set forth, and not otherwise.

It is agreed between the parties hereto that no obligation whatsoever rests upon or is assumed by the Licensor that other machinery and equipment of the Licensee or of others will operate successfully or efficiently in conjunction with the said leased machinery of the Licensor.

[fol. 17916] Section 2

Preparation for Installation

The Licensee agrees, upon receiving drawings and lists showing locations and dimensions of said leased machinery, to furnish and have ready proper floor space, foundations, controlled air and fuel pressure, piping, tools, power and such other adjuncts and equipment as are required, to the complete satisfaction of the Licensor.

Section 3

Delivery and Installation

The Licensor, as soon as reasonably possible after the provisions of Section 2 have been complied with, shall deliver said leased machinery f. o. b. rail shipment at place

of manufacture, and shall aid in installing said leased machinery as provided in Schedule "B" annexed hereto.

The Licensee agrees to proceed diligently with the installation of said leased machinery as soon as the same is delivered, and to accept the machinery and pay royalties to the Licensor as called for by Section 9 of this license and lease.

Section 4

Term

The term of this license and lease, unless sooner revoked or terminated as provided elsewhere herein shall run as an initial period until October 1, 1943, including a privilege, if claimed by the Licensee in writing before the expiration of the said initial period, of one renewal for a supplemental period of eight (8) years, upon all the conditions hereof, except as to installation and further renewal, and without additional license fee for such renewal.

[fol. 17917]

Section 4

Licensor Retains Title

It is understood and agreed that the Licensor and its successors and assigns, retains, and at its own option shall continue to retain throughout the term of this license and lease, complete title to said leased machinery.

Section 6

Place and Nature of Use

(a) Said leased machinery and all improvements thereon shall be used only for the annealing or treatment of the glassware defined as "Permitted Ware" in Schedule "C" annexed hereto, and only at said plant of Licensee located at —— or at any other plant owned by the Licensee.

Section 7

Prohibition of Assignment

The said leased machinery shall be used only by the Licensee or its operatives, and only at the plant or plants aforesaid. Neither the said leased machinery nor this license and lease shall be transferred, assigned or sublet

by the Licensee, except to the purchaser of the entire glassware manufacturing business of the Licensee. If either be otherwise transferred, assigned or sub-let, or is adjudicated bankrupt, or a receiver is appointed over it, or if the Licensee makes any general transfer or assignment for the benefit of creditors, then and in any such case this license and lease may, at the option of the Licensor, be terminated.

[fol. 17918] Section 8

Changes, Additions and Improvements

No changes and no additions other than reasonable and necessary repairs and other than necessary or proper safety appliances, shall be made in or to said leased machinery except by consent of both parties to this license and lease, or except as provided in Section 14 hereof for the event of injunction, and except as provided in this Section for improvement; and all changes and additions when made shall become the property of the Licensor.

The Licensee shall, during the term of this license and lease, be given the benefit, for the purposes set forth in and permitted by Section 6, of any and all improvements for use in and upon said leased machinery, which may be devised, developed or acquired by the Licensor, if and when said improvements shall, with the express consent of the Licensor, have been used commercially in the United States upon said leased machinery in the making of glassware, or upon machinery of identical type used by other licensees of the Licensor. In such event the Licensor will, upon written request of the Licensee, furnish to the Licensee with reasonable promptness, such parts as may be needed to apply the said improvements to the said leased machinery and at prices similar to those charged by Licensor for such parts to other similar licensees. Such improvements shall be used by the Licensee only in or upon the said leased machinery, and only during the term of this license and lease. All parts displaced from said leased machinery by the said improvements shall be returned to the Licensor.

The word "improvements," when used in this license and lease, shall be held to mean only (1) substitution of new parts for old parts of said leased machinery; or (2) changing old parts thereof; or (3) addition of new devices which are intended and adapted to become integral portions of such machinery and to perform only one or more of the

[fol. 17919] original functions of such machinery; and not otherwise. Furthermore, the said word "improvements" shall not be held to include machinery of size or capacity greater than said leased machinery, even though of similar or identical function or functions.

Section 9

Royalties—Minimum Royalty—Reports

(a) The Licensee shall pay to the Licensor during the term of this license and lease a royalty of Two and One-half Dollars ($2.50) for each day, or any part thereof, during which said leased machinery is used. Such royalty shall be paid monthly at the Licensor's office in New York funds on or before the fifteenth day of each month for the use of said leased machinery during the preceding calendar month.

(b) The Licensee shall pay a minimum royalty under this license and lease of not less than Four Hundred Dollars ($400) per year, payable in New York funds at the Licensor's office on or before the fifteenth day of January for the year last preceding during the entire term of this license and lease. Such minimum royalty shall begin to accrue on the first day of the calendar month next succeeding the date when said leased machinery shall commence to operate, and not later than the first day of the calendar month next succeeding Thirty (30) days after the date of shipment of the leased machinery to Licensee and the first and last payments hereunder shall be prorated according to the number of months during which such minimum royalty shall have actually been accruing in the first and last calendar years respectively.

(c) The Licensee shall, on or before the tenth day of each month, furnish to the Licensor, upon blanks provided by the latter, a properly certified statement showing the number of days that the leased machinery was operated during the preceding calendar month.

[fol. 17920] Section 10

Insurance

The Licensee shall also at its own expense procure and place in the hands of the Licensor good policies of insurance against fire upon such leased machinery to the

amount of the full insurable value thereof, payable in case of loss to the Licensor; shall also pay all taxes assessed against said leased machinery, and shall hold and save the Licensor harmless against any and all damages and costs resulting from injury occurring to any of the said Licensee's employees or others on account of or in connection with said leased machinery, subsequent to the installation thereof.

Section 11

Operation of Machinery

The Licensee shall keep, use and operate said leased machinery and all parts thereof in a careful, safe, prudent, and proper manner; shall maintain the same in good order, damage by fire excepted as hereinafter set forth; shall not, without consent of the Licensor, add to or subtract from such leased machinery as supplied by the Licensor, excepting, necessary or proper safety appliances, or allow changes to be made therein, or interfere with the proper operation thereof, or remove or deface any plates, dates, numbers or inscriptions placed thereon by the Licensor. The Licensee shall promptly notify the Licensor of the need of any repairs or renewals of said leased machinery, and the Licensee shall at its own expense effect such repairs and renewals, purchasing the necessary renewal parts from the Licensor. The Licensor agrees to furnish promptly such renewal parts at prices not in excess of the prices charged by responsible outside parties for parts of similar design, material and workmanship. If the Licensor declines or neglects so to furnish such parts, the Licensee may procure them elsewhere, but they shall not be installed on such machinery [fol. 17921] until they have been inspected and approved by a representative of the Licensor. The Licensee shall pay for the reasonable time and expenses of such representative.

Section 12

Inherent Defects

The Licensor shall remedy and make good without charge any inherent defects appearing in the materials of said leased machinery during one year from date of installation.

Section 13

Acknowledging Validity of Patents

So long as this license and lease remains in force, the Licensee agrees not to dispute the validity of the Letters Patent under which this license and lease is granted, so far as these patents apply to the methods and machine which are hereby licensed to the Licensee.

In case a final decree shall declare to be void all or substantially all of the Licensor's patents embodied in and relating to the said leased machinery, so that the Licensee is thereby evicted from all or substantially all of the benefits of this license and lease, then and in that case the Licensee may at its option revoke and terminate this license and lease, in which event the Licensee shall thereupon restore to the Licensor all of the said leased machinery and its appurtenances as provided in Section 17 hereof, and shall thereupon be relieved from paying further royalties. Provided, however, that until such revocation and restoration the Licensee shall continue to be bound by all the covenant and provisions of this license and lease.

[fol. 17922]

Section 14

Suits for Infringement

(a) The Licensor will at its own expense defend any suits or claims brought against the Licensee for alleged infringement of patents based on the use of said leased machinery, unless or until the Licensor shall elect to effect a settlement thereof. The Licensee shall promptly inform the Licensor of any such suit or claim, or any threat or probability thereof, coming to the knowledge of the Licensee, and shall, at the Licensor's expense, fully and freely aid the Licensor in defending the same; and shall further promptly inform the Licensor of any infringement of the Licensor's patents coming to the knowledge of the Licensee.

(b) The Licensor shall have the right to intervene in and defend, as a party thereto, any suit brought against the Licensee during the term hereof which involves any contention that the making, selling or use of such leased machinery, or any improvement or part thereof constitutes an infringement of any patent.

(c) In case the Licensor shall be delayed in the performance of, or be rendered unable to perform all or any part of this license and lease, by reason of strikes, unavoidable accident, the non-arrival of machines or materials, or if the installation or operation of the said leased machinery shall be delayed or stopped by the process or order of any court of competent jurisdiction, the Licensor shall not be liable to the Licensee for any loss, delay or damage incurred thereby, Provided, however, that if the right of the Licensee to use the said leased machinery, or any part thereof, shall be suspended by reason of an order, decree or injunction issued by any court of competent jurisdiction, then during the continuance of restraint by such order, decree or injunction, or until the Licensor shall have substituted other machinery or parts as hereinafter set [fol. 17923] forth, which said Licensor agrees to do as promptly as reasonably possible, all the royalties set forth in Section 9 hereof shall be waived.

(d) In the event of such an order, decree or injunction being issued against any part or parts of said leased machinery, the Licensor reserves the right to substitute with reasonable promptness other machinery or parts for those involved in the injunction. The part or parts so substituted shall be of an efficiency substantially equal to that of the part or parts so involved in said order, decree or injunction and shall immediately become subject to all the provisions of this license and lease.

(e) In the event that such order, decree or injunction shall become permanent against any part or parts of said leased machinery, and no substitution of machinery or parts shall have been made with reasonable promptness as above stated, then in that event this license and lease shall cease and terminate in all its provisions, and if the said event occurs during the first three (3) years of the term of this license and lease, the Licensee shall be entitled to receive back the said license fee paid by it, after deducting therefrom such proportion thereof as the elapsed time under this license and lease shall bear to the said three years.

Section 15

Right of Revocation

In case the Licensee shall violate or fail to observe any of the conditions set forth in Sections 1, 3, 6a, 7, 8, 9, 10,

11, 18 and 19 of this license and lease, or shall cause the same to be violated, and such violation shall continue for a period of sixty (60) days in the aggregate in any one calendar year after notice has been given by Licensor to Licensee, the Licensor shall have the right at its option, to revoke and terminate absolutely this license and lease upon giving written notice to the Licensee of said revocation at least thirty (30) days before the time when such revocation is to take effect.

[fol. 17924] Except as provided in Sections 13, 14, 16 and 19, no termination or revocation whatsoever of this license and lease under any section hereof, nor the use of the remedy of injunction, accounting or repossesion shall, however, affect or in any way discharge the liability of the Licensee hereunder, to pay and to continue to pay to the Licensor, the minimum royalty provided by Section 9 hereof, for and during the entire term of this license and lease, including its supplemental period if entered upon, nor shall any royalties paid by said Licensee be returned.

Section 16

Commutation of Royalties

It is further agreed that in the event of such revocation set forth in Section 15, the Licensee, in lieu of said obligation therein provided to pay the said royalties throughout said entire term, may at its option wholly discharge said obligation by paying to the Licensor within sixty days after said revocation a lump sum equal to fifty (50) per cent. of the minimum royalties (provided by Section 9) which would under this license and lease be payable during the remainder of said term, including its said supplemental period if entered upon; and provided further, that the Licensee may at any time during said term, including said supplemental period, revoke and terminate this license and lease in its option, by giving written notice to the Licensor sixty (60) days beforehand of its intention so to revoke and by paying to the Licensor within said sixty days a lump sum in discharge calculated as above set forth in this Section.

Section 17

Re-Possesion of the Machinery

Upon the termination of this license and lease at the end of its initial or supplemental period, or sooner as herein pro-

vided, the Licensee shall return to the Licensor the said [fol. 17925] leased machinery and all appurtenances thereof, covered by this license and lease, in good condition, reasonable wear and use excepted, by delivering the same properly crated and packed f. o. b. cars at any convenient freight station near the plant of the Licensee. If said Licensee shall fail to deliver the machinery, the Licensor is hereby authorized to enter upon any premises where the said leased machinery may be and take possession thereof and remove it.

Section 18

Inspection

Duly authorized agents or employees of the Licensor shall at all reasonable times be allowed access to the said leased machinery for the purpose of inspecting the same and its operation and use, and the Licensee shall afford all reasonable facilities therefor.

Section 19

Fire Loss

(a) In the event that the said leased machinery shall be damaged by fire so as to cause a suspension of production therewith the Licensee shall immediately give written notice to the Licensor as to the extent and nature of the damage to the said leased machinery, and as to the plans and intentions of the Licensee relative to repairing the damage and resuming operations under this license and lease.

(b) In the event of such damage by fire, the Licensor, if so requested in the said notice, shall at its own expense and to an extent not exceeding the amount of insurance received, provide the Licensee with the machinery or parts thereof necessary to repair or replace the damaged machinery or parts. The Licensee shall at its own expense promptly and diligently proceed to install the said machinery or parts thereof. From the time when said notice [fol. 17926] is received by the Licensor and thereafter during only such time, not exceeding six months, as may be necessary for providing and installing the said machinery or parts, all the royalties set forth in Section 9 hereof shall be waived.

(c) If the Licensee shall not within six (6) months after the occurrence of the fire rebuild or otherwise repair the damage and resume operation under this license and lease; or if the Licensee shall fail to resume the payment of royalties when due, then in any of these cases the Licensor shall have the right at its option to revoke and cancel this license and lease.

Section 20

Waiving the Conditions

None of the terms of this license and lease shall be held to have been waived or altered unless such waiver or alteration is in writing, signed by an officer of the Licensor, expressly authorized thereto.

In Witness Whereof each of the parties hereto has caused this license and lease to be executed in duplicate, in its name and behalf, as of the day and year first above written, the Hartford-Empire Company by ——, Name of Officer. ——, Official Title, and ——, Licensee, by ——, Name of Officer. ——, Official Title, both thereto duly authorized.

[fol. 17927] Licensor's Signature

Hartford-Empire Company. (Seal.) by —— ——, Name of Officer. —— ——, Official Title.

In presence of: —— ——.

Licensee's Signature

—— ——, Licensee. (Seal.) by —— ——, Name of Officer. —— ——, Official Title.

In presence of: —— ——.

[fol. 17928] Schedule A

Annexed to License and Lease No. HL. ——, Dated —— —, 19—

List of Machinery and Accessories Furnished

Lehr No. —

One Hartford Lehr, Class ——, Type ——, equipped to anneal or treat ware specified elsewhere in this contract.

Including

1. Motors to suit licensee's current characteristics.

2. Motor Drive and suitable speed change mechanism.

3. Control system including

(a) Built-in Pyrometer System.

(b) Draft Gauges.

4. Burner equipment for oil or gas (city or natural).

5. Bottle spacers suitable for hand setting-in to give any three rankings across Lehr. 8, 10 and 12 provided unless otherwise specified.

[fol. 17929] Schedule B

Annexed to License and Lease No. HL. —— ——, Dated —— —, 19—

Installation of Machinery

1. The Licensor will furnish free of charge to the Licensee such general supervision as the Licensor may deem necessary in connection with the installation of the leased machinery set forth in Schedule "A" annexed hereto.

2. The Licensor will, if requested in writing by the Licensee, furnish a competent machinist to direct and assist in the said installation.

3. The Licensor will, if requested in writing by the Licensee, furnish*ed* a competent operator to instruct Licensee's operators in the operation of the said machinery for a period not exceeding two weeks from the time the said machinery is installed.

4. The Licensee will pay to the Licensor the entire cost incurred by the Licensor under (2) and of instructions under (3), including the traveling and living expenses of the men furnished, plus 10% of the said entire cost.

[fol. 17930] Schedule C

Annexed to License and Lease No. HL. ——, Dated —— —, 19—

Specification of Glassware Which May Be Annealed or Treated

Permitted Ware

The ware to be annealed or treated hereunder shall comprise Glassware (and parts thereof or therefor)

The following articles, however, are expressly excluded and shall not be produced hereunder:

(a) Bulbs and tubing and cane all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes.

(b) Signal and optical ware.

(c) Ware intended and adapted for use where its heat resistance, physical strength or chemical resistance or electrical properties in such ware is of substantial value; and made from glass having a linear coefficient of thermal expansion of less than .000006 per degree Centigrade, or containing more than five per cent boric oxide, or having a higher electric strength or higher thermal endurance or higher chemical resistance than a glass containing 80% silica, 10% sodium oxide, 5% boric oxide and 5% calcium oxide.

(d) Ware intended and adapted for holding food in the process of cooking or sterilizing, other than ware intended and adapted for packages for storage and sale of goods or for transportation of goods.

[fols. 17931-17932] (e) Hot mold tumblers; lantern globes; gas globes; chimneys; drawn tube and cane.

(f) Marbles and lithographers' balls.

(g) Flat glass, that is to say, plate glass, sheet glass, window glass, rough rolled and ribbed glass and also figured glass, colored and wire glass of the foregoing kinds in this paragraph (g), but not including glass blocks or sections thereof.

(h) Glass vacuum bottles comprising any bottles, jars, jugs and/or carafes containing or consisting of a glass filler constructed of an inner cylinder enclosed within an outer cylinder with a substantial vacuum between the two cylinders.

[fol. 17933] GOVERNMENT EXHIBIT No. 581

Agreement Between Owens-Illinois Glass Company and Hartford-Empire Company. Re Libbey Glass Manufacturing Company Patents. Dated October 2, 1935.

[fol. 17934] Agreement made this 2nd day of October, 1935, between Owens-Illinois Glass Company, a corporation of Ohio with its principal place of business in Toledo, Ohio, hereinafter sometimes called "Owens," and Hartford-Empire Company, a corporation of Delaware with its principal place of business at Hartford, Connecticut, hereinafter sometimes called "Hartford";

Witnesseth: Whereas, Owens and Hartford, under date of September 30, 1935, and October 1, 1935, entered into certain agreements for the exchange of rights under patents and patent rights then owned or thereafter, and prior to January 3, 1945, acquired by each of them; and

Whereas, Owens is contemplating the acquisition from The Libbey Glass Manufacturing Company, a corporation of Ohio hereinafter sometimes called "Libbey," of the assets, properties, and business of Libbey, including sundry patents and patent rights now owned by Libbey, Libbey Glass Company Trust and/or The Libbey Glass Company; and

Whereas, Libbey has made claim that Hartford is infringing certain Libbey patents in the manufacture, use, [fol. 17934a] and licensing of the so-called Hartford "28" Machine; and

Whereas, Hartford has made claim that Libbey is infringing certain patents of Hartford in the manufacture, use, and licensing of the Westlake machines of Libbey; and

Whereas, there is doubt and difference of opinion between the parties hereto as to what rights, if any, Hartford would have as against Owens with respect to the patents and patent rights proposed to be acquired by Owens from Libbey, or some of them; and

Whereas, Owens is unwilling to acquire such assets, patents, and patent rights, unless Hartford waives and agrees

not to claim certain rights which it will or might have under or with respect to said patents and patent rights by virtue of said agreements; and

Whereas, Hartford will acquire certain additional rights to or under said patents and patent rights which it does not now have, if Owens acquires said patents and patent rights;

Now, Therefore, in consideration of the premises and the sum of One Dollar ($1.00) paid by each party to the [fol. 17935] other, receipt of which is hereby acknowledged, It Is Agreed as follows:

1. Hartford hereby waives, and agrees not to claim from or through Owens, directly or indirectly, any rights whatsoever in, to, under or with respect to the so-called Burn-off patents and patent rights listed on Schedule A hereto attached and make a part hereof, or any of the inventions disclosed therein, if said patents and patent rights shall be acquired by Owens from Libbey as aforesaid. It is agreed that neither the inventions set forth in the said so-called Burn-off patents nor any other invention, method, apparatus, or machine for burning or melting off the moil from articles of glassware constitute or embody Licensed Inventions under the above recited agreements between Owens and Hartford.

2. Hartford grants to Owens a nonexclusive, free license to make and to have made for it and to use, and to grant to its subsidiaries and to one other concern and the subsidiaries thereof, the right to make and/or have made for it or them and to use, Westlake machines of the same design or construction as, or of design or construction substantially similar to the Westlake machines now in use in the Libbey plant, under all patents of Hartford, heretofore or hereafter issued, and for all those uses under and for which [fol. 17935a] Hartford has a right to grant such license.

3. Hartford waives and agrees not to claim from or through Owens, directly or indirectly, any rights under patents which will permit Hartford to make or to have made for it or to lease, license, use, or sell (1) Westlake machines as the same are now constructed, or (2) any machines substantially similar to the said Westlake machines as now constructed, or (3) any machines otherwise the same as, or substantially similar to, the Westlake machines as now constructed, but adapted for use with a Feeder or

Feeders as defined in said General Licenses of September 30, 1935, and October 1, 1935, for the manufacture of paste mold tumblers, paste mold jars, and/or paste mold stemware.

4. Except as above provided, any patent or patent rights acquired by Owens from Libbey which shall come within the definition of Licensed Inventions set forth in the General License from Owens to Hartford dated September 30, 1935, shall come under the provisions of said General License.

5. Owens hereby releases Hartford and Hartford's licensees from all claims of infringement of the patents to [fol. 17936] be acquired from Libbey by the past or future construction or operation of Hartford "28" machines, and agrees that the Hartford "28" machine, as now constructed is not a machine which is the same as, or substantially similar to, the Westlake machines now in operation at the plant of Libbey.

6. This agreement covers rights under United States patents only and does not extend to any rights in countries foreign to the United States. Neither the execution of this agreement nor anything therein contained shall constitute or be deemed to constitute an acknowledgement by either party of the validity or scope of the patents of the other party.

7. This agreement may be assigned by Owens to the successors to its entire paste mold glassware manufacturing business and may be assigned by Hartford to the successors to its entire licensing business.

8. Hartford will, on the closing date of the agreement between Owens and Libbey whereby Owens acquires the assets, patents, and patent rights of Libbey, deliver to Libbey a full release of all claims of Hartford for past infringement by Libbey of Hartford's patents; Provided, That, at or before the same time Libbey shall deliver to Hartford a full release of all claims of Libbey for past in- [fol. 17937] fringement by Hartford, and/or by any of Hartford's licensees, of Libbey's patents. This covenant is made by Hartford for the benefit of Libbey and Hartford and may be enforced by Libbey.

In Witness Whereof, the parties have hereunto set their hands and seals, acting herein by their respective officers duly authorized therefor.

Hartford-Empire Company, by F. Goodwin Smith, President. (Seal.) Signed October 14, 1935 10:25 a. m. Attest: Arthur T. Safford Jr., Secretary. Owens-Illinois Glass Company, by Wm. E. Levis, President. (Seal.) Signed October 11, 1935 3:00 p. m. Attest: John H. McNerney, Secretary.

[fol. 17938]

SCHEDULE A

Attached to Agreement between Owens-Illinois Glass Company and Hartford-Empire Company Dated the 2nd day of October, 1935

Burn-Off Patents

	Patent Number	Date	To Whom Issued	Description
1.	1,476,184	Dec. 4, 1923	The Libbey Glass Mfg. Company	Gas burner.
2.	1,577,536	Mar. 23, 1926	"	Apparatus for severing glass.
3.	1,577,537	Mar. 23, 1926	"	Apparatus for burning off glass.
4.	1,577,538	Mar. 23, 1926	"	Apparatus for burning off glassware.
5.	1,577,543	Mar. 23, 1926	"	Method of and apparatus for severing glass.
6.	1,577,654	Mar. 23, 1926	"	Process and apparatus for burning off glassware.
7.	1,577,655	Mar. 23, 1926	"	Method of and apparatus for burning off glassware.
8.	1,577,656	Mar. 23, 1926	"	Automatic burning off machine.
9.	1,578,098	Mar. 23, 1926	"	Method and apparatus for burning off glass.
10.	1,606,128	Nov. 9, 1926	"	Chuck for stem ware.
[fol. 17939]				
11.	1,654,817	Jan. 3, 1928	"	Process of manufacturing glass.
12.	1,674,366	June 19, 1928	"	Process of manufacturing glass.
13.	1,674,367	June 19, 1928	"	Method of and apparatus for cutting off waste ends of incandescent lamp bulbs.
14.	1,739,371	Dec. 10, 1929	"	Chuck.
15.	1,744,313	Jan. 21, 1930	"	Vacuum chuck.
16.	1,757,211	May 6, 1930	"	Rotary burn-off machine.
17.	1,996,814	Apr. 9, 1935	"	Cut-off burner for hollow glass articles.

[fol. 17940] GOVERNMENT EXHIBIT No. 598

Cancellation Agreement Between Peter Kucera and Knox-O'Neill Company and Others

This Agreement made this 25th day of August, 1932, between Peter Kucera of Pittsburgh, Pennsylvania, (hereinafter called "Kucera"), Knox-O'Neill Company, a corporation of Pennsylvania having its principal place of business at Knox, Pennsylvania (hereinafter called "Knox-O'Neill"), Knox Glass Bottle Company, a corporation of Pennsylvania having its principal place of business at Knox, Pennsylvania, Pennsylvania Bottle Company, a corporation of Pennsylvania having its principal place of business at Sheffield, Pennsylvania, Marienville Glass Company, a corporation of Pennsylvania having its principal place of business at Marienville, Pennsylvania, Wightman Bottle & Glass Manufacturing Company, a corporation of Pennsylvania having its principal place of business at Parkers Landing, Pennsylvania, and Oil City Glass Company, a corporation of Pennsylvania having its principal place of business at Oil City, Pennsylvania,

Witnesseth: That, in consideration of One (1) Dollar and other valuable considerations, receipt of which is hereby acknowledged by the parties hereto, they hereby agree as follows—

[fol. 17941] *Section 1—Cancellation.* A certain Agreement between Peter Kucera and Knox-O'Neill Company dated August 10, 1931, is hereby cancelled, subject to the terms and conditions of this agreement, and all rights and obligations therein extended or assumed are hereby terminated.

Section 2—Existing Commitments. Knox O'Neill hereby represents that, except for the following commitments, there are no rights from it in any person or company to make, use, or sell Knox-O'Neill Air Displacement Feeders or to make, use, or sell any invention of Peter Kucera.

1. Sales Agreement dated May 20, 1932, with Universal Glass Products Company relating to Knox-O'Neill Air Displacement Glass Feeder No. 6 and a Supplementary Agreement of the same date granting an option to said Universal for Four (4) such feeders.

2. Sales Agreement dated May 19, 1932, with Phoenix Glass Company relating to Knox-O'Neill Air Displacement Glass Feeder No. 5, and a Supplementary Agreement of the same date granting an option to said Phoenix for Four (4) such feeders.

3. Sales Agreement dated June 20, 1932, with L. J. Houze Convex Glass Company relating to Knox-O'Neill Air Displacement Glass Feeder No. 4, and a supplementary Agreement of the same date granting an option to said Houze for Three (3) such feeders.

4. Sale of One (1) Knox-O'Neill Air Displacement Glass Feeder to Reed Glass Company.

5. Sale of One (1) Knox-O'Neill Air Displacement Glass Feeder to Pennsylvania Bottle Company.

[fol. 17942] It is distinctly understood and agreed that the grant of rights to Knox-O'Neill herein shall not in any wise authorize the extension of any option herein recited nor extend to any transaction as to which Knox-O'Neill is not now legally committed.

Section 3—License to Knox-O'Neill. Kucera hereby grants to said Knox-O'Neill Company the non-transferable right to employ his existing inventions, but only to the extent that such license is essential to the manufacture and sale by Knox-O'Neill of Air Displacement Glass Feeders required by the foregoing named commitments.

Section 4—Royalties Payable to Kucera. Knox-O'Neill hereby agrees to pay to Kucera the sum of Five Hundred (500) Dollars for each and every Air Displacement Glass Feeder sold on account of the above named commitments. Said sum shall be payable as soon as feeder is shipped to the purchaser.

Section 5—Defense of Suit. In case the Knox-O'Neill Air Displacement Feeder shall be charged in any suit to be an infringement of Patent to others, Kucera agrees to defend said infringement suit to a sum not to exceed One hundred (100) Dollars for each and every Air Displacement Feeder for which, under the terms of this Agreement, he shall first have been paid the sum of Five Hundred (500) Dollars.

[fol. 17943] In Witness Whereof the parties hereto have hereunto set their hands and seals, the above named com-

panies acting herein by their officers duly authorized thereto.

Peter Kucera. (Seal.) In presence of A. S. Fingold, A. T. Safford, Jr. Knox-O'Neill Company, by R. R. Underwood, Pres. (Seal.) C. R. Underwood, Secy. Knox Glass Bottle Company, by W. I. McLowell. (Seal.) R. R. Underwood, Secy. Pennsylvania Bottle Company, by R. R. Underwood, Pres. (Seal.) L. S. Connolly, Secy. Marienville Glass Company, by R. R. Underwood, Pres. (Seal.) R. H. Davies, Secy. Wightman Bottle & Glass Manufacturing Company, by R. R. Underwood, Pres. (Seal.) E. C. Griffith, Secy. Oil City Glass Company, by R. R. Underwood, Pres. (Seal.) Al Steck, Asst. Secy.

[fols. 17944-17949] GOVERNMENT EXHIBIT No. 599

Hartford, Conn.,
August 25, 1932.

Knox Glass Bottle Co., Knox, Penn'a.

Attention: Mr. R. R. Underwood

GENTLEMEN:

This is to confirm our agreement regarding the further use of the feeders which we have licensed to you under the terms of the General Agreement among Hartford-Empire Company, Knox Glass Bottle Company, and others.

It is agreed that of the 25 feeders licensed to you under the General Agreement, not more than 20 can be operated by Knox Glass Bottle Company and its affiliates, (as named in said agreement) at any one time during the term of said Agreement provided, however, that if by the removal of the present laws regarding the use of alcoholic beverages, there shall be a substantial increase in the total number of bottles for beer and ales, in such event, and upon notice to Hartford-Empire of its intention, Knox Glass Bottle Company and its affiliates shall be entitled to use 5 additional feeders beyond 20 to be used only for the making of bottles for beers and ales.

It is further agreed that if Knox Glass Bottle Company and its affiliates shall violate any of the conditions of this letter, that Hartford-Empire Company shall be entitled to the remedies of revocation and repossession it is entitled to have under the provisions of Sections 16 and 18 of the General Agreement.

Very truly yours, Hartford-Empire Company, by Arthur T. Safford, Jr., Secretary, Knox, Pa. 8/25/32.

R. R. Underwood as an officer of and in behalf of Knox Glass Bottle Company, Pennsylvania Bottle Company, Marienville Glass Company, Wightman Bottle & Glass Manufacturing Company, and Oil City Glass Bottle Company, hereby agrees to and concurs in the foregoing.

R. R. Underwood.

* * * * * * *

[fols. 17950-17953] GOVERNMENT EXHIBIT No. 739

License and Lease No. HL-145

From

Hartford-Empire Company

To

Swindell Brothers

Baltimore, Maryland

Dated September 29, 1930

Hartford Lehr No. 240

Type D

* * * * * * *

[fol. 17954]

Section 6

Place and Nature of Use

(a) Said leased machinery and all improvements thereon shall be used only for the annealing or treatment of the glassware defined as "Permitted Ware" in Schedule "C" annexed hereto, and only at said plant of Licensee located

at Baltimore, Maryland or at any other plant owned by the Licensee.

(b) The said leased machinery is designed, developed and adapted especially for use with other glass machinery controlled by the Licensor. The grant of rights herein to use such leased machinery and to use the said patent rights therein embodied, is therefore restricted and limited as follows: in case the said leased machinery shall at any time be used by the Licensee for the annealing or treatment of glassware produced by the aid of any feeding machinery not then controlled or under license from the Licensor, and such use shall continue after the Licensee shall have received from the Licensor written notice of objection to such use, then in such case the Licensor reserves the right, in its option, to revoke and cancel this license and lease, upon paying to the Licensee the amount of one year's minimum royalty hereunder.

[fol. 17955]

Section 7

Prohibition of Assignment

The said leased machinery shall be used only by the Licensee or its operatives, and only at the plant or plants aforesaid. Neither the said leased machinery nor this license and lease shall be transferred, assigned or sublet by the Licensee, except to the purchaser of the entire business of the Licensee. If either be otherwise transferred assigned or sub-let, or if the Licensee discontinues for a period of more than one year the treatment of glassware under this license and lease, or is adjudicated bankrupt, or a receiver is appointed over it, or if the Licensee makes any general transfer or assignment for the benefit of creditors, then and in any such case this license and lease may, at the option of the Licensor, be terminated.

Section 8

Changes, Additions and Improvements

No changes and no additions other than reasonable and necessary repairs and other than necessary or proper safety appliances, shall be made in or to said leased machinery except by consent of both parties to this license and lease, or except as provided in Section 14 hereof for the

event of injunction, and except as provided in this Section for improvement; and all changes and additions when made shall become the property of the Licensor. Complete title to all patent rights at any time possessed during the term of this license and lease by the Licensee covering such changes and additions shall be transferred to the Licensor.

The Licensee shall, during the term of this license and lease, be given the benefit, for the purposes set forth in and permitted by Section 6, of any and all improvements for use in and upon said leased machinery, which may be devised, developed or acquired by the Licensor, if and when said improvements shall, with the express consent of the Licensor, have been used commercially in the United States [fol. 17956] upon said leased machinery in the making of glassware, or upon machinery of identical type used by other licensees of the Licensor. In such event the Licensor will, upon written request of the Licensee, furnish to the Licensee with reasonable promptness, such parts as may be needed to apply the said improvements to the said leased machinery and at prices similar to those charged by Licensor for such parts to other similar licensees. Such improvements shall be used by the Licensee only in or upon the said leased machinery, and only during the term of this license and lease. All parts displaced from said leased machinery by the said improvements shall be returned to the Licensor.

The word "improvements," when used in this license and lease, shall be held to mean only (1) substitution of new parts for old parts of said leased machinery; or (2) changing old parts thereof; or (3) addition of new devices which are intended and adapted to become integral portions of such machinery and to perform only one or more of the original functions of such machinery; and not otherwise. Furthermore, the said word "improvements" shall not be held to include machinery of size or capacity greater than said leased machinery, even though of similar or identical function or functions.

Section 9

Royalties—Minimum Royalty—Reports

(a) The Licensee shall pay to the Licensor during the term of this license and lease a royalty of One hundred (100) Dollars for each calendar month in which said leased

machinery is used. Said payments shall be made monthly, within fifteen days after the end of the month for which such payment is made.

Provided that the Licensee shall pay to the Licensor in such royalties for any calendar year a minimum royalty of not less than six hundred (600) dollars, payable within fifteen days after the end of each year.

[fol. 17957] (b) All of such royalties shall begin to accrue on the first day of the calendar month next succeeding the date when said machinery shall commence to operate and not later than the first day of the calendar month next succeeding the date when the last instalment of Two thousand five hundred (2,500) Dollars of the license fee is payable, and shall be payable in New York funds at the office of the Licensor.

Provided, Further, that if the date on which royalties shall begin to accrue (as provided above under (b), shall be such that the number of calendar months remaining in the first year is less than enough to provide for the said minimum royalty, then the royalties shall be calculated at One hundred (100) Dollars for each remaining month of such year.

(c) The Licensee shall on or before the fifteenth day of each month furnish to the Licensor, upon blanks provided by the latter, a properly certified statement showing the length of time that the leased machinery was operated during the preceding calendar month.

[fol. 17958] Section 10

Insurance

The Licensee shall also at its own expense procure and place in the hands of the Licensor good policies of insurance against fire upon such leased machinery to the amount of the full insurable value thereof, payable in case of loss to the Licensor; shall also pay all taxes assessed against said leased machinery, and shall hold and save the Licensor harmless against any and all damages and costs resulting from injury occurring to any of the said Licensee's employees or others on account of or in connection with said leased machinery, subsequent to the installation thereof.

Section 11

Operation of Machinery

The Licensee shall keep, use and operate said leased machinery and all parts thereof in a careful, safe, prudent, and proper manner; shall maintain the same in good order, damage by fire excepted as hereinafter set forth; shall not, without consent of the Licensor, add to or subtract from such leased machinery as supplied by the Licensor, excepting necessary or proper safety appliances, or allow changes to be made therein, or interfere with the proper operation thereof, or remove or deface any plates, dates, numbers or inscriptions placed thereon by the Licensor. The Licensee shall promptly notify the Licensor of the need of any repairs or renewals of said leased machinery, and the Licensee shall at its own expense effect such repairs and renewals, purchasing the necessary renewal parts from the Licensor. The Licensor agrees to furnish promptly such renewal parts at prices not in excess of the prices charged by responsible outside parties for parts of similar design, material and workmanship. If the Licensor declines or neglects so to furnish such parts, the Licensee may procure them elsewhere, but they shall not be installed on such machinery until they have been inspected and approved by a representative of the Licensor. The Licensee shall pay for [fols. 17959-17969] the reasonable time and expenses of such representative.

Section 12

Inherent Defects

The Licensor shall remedy and make good without charge any inherent defects appearing in the materials of said leased machinery during one year from date of installation.

Section 13

Acknowledging Validity of Patents

So long as this license and lease remains in force, the Licensee agrees not to dispute the validity of the Letters Patent under which this license and lease is granted, some of which are set forth in Schedule D, annexed hereto, so far as these patents apply to the methods and machine which are hereby licensed to the Licensee.

In case a final decree shall declare to be void all or substantially all of the Licensor's patents embodied in and relating to the said leased machinery, so that the Licensee is thereby evicted from all or substantially all of the benefits of this license and lease, then and in that case the Licensee may at its option revoke and terminate this license and lease, in which event the Licensee shall thereupon restore to the Licensor all of the said leased machinery and its appurtenances as provided in Section 17 hereof, and shall thereupon be relieved from paying further royalties. Provided, however, that until such revocation and restoration the Licensee shall continue to be bound by all the covenants and provisions of this license and lease.

• • • • • • •

[fols. 17970-17971] Schedule C.

Annexed to License and Lease No. HL-145

Dated September 29, 1930

Specification of Glassware Which May Be

Annealed or Treated

Permitted Ware

The ware to be annealed or treated hereunder shall comprise any or all of the articles which the Licensee is permitted to produce under licenses and leases now outstanding between Licensor and Licensee as follows:

License and Lease Number	Date
BF- 1	July 28, 1927
BF- 2	July 28, 1927
BF- 3	July 28, 1927
BF- 4	March 8, 1929

Note: Exhibit 739 is otherwise similar to Exhibit H-5795.

• • • • • • •

[fols. 17972-18001] Note: Exhibit 740 is similar to exhibit 739.

[fol. 18002] GOVERNMENT EXHIBIT No. 789

License and Lease Agreement, Hartford-Empire Company and Knape-Coleman Glass Company

This License and Lease Agreement, made this 29th day of April, 1935, between Hartford-Empire Company, a corporation of the State of Delaware, having its principal place of business at Hartford, Connecticut, hereinafter called Licensor, and Knape-Coleman Glass Company, a corporation of the State of Texas, having its principal place of business at Santa Anna, Texas, hereinafter called Licensee, Witnesseth That:

Whereas, Licensor has this day bought from the Licensee two (2) certain glass feeders now located at Licensee's plant at Santa Anna, Texas, the same being one "Miller" feeder and one "Bethel" feeder; and

Whereas, said feeders embody inventions of patents owned by the Licensee; and

Whereas, Licensee desires to lease said feeders and to acquire a license to operate the same to the extent hereinafter set forth;

Now, Therefore, for and in consideration of the premises and mutual covenants and agreements herein set forth, the parties agree as follows:

[fol. 18003] 1. The Licensor hereby leases to the Licensee, and hereby licenses the Licensee to use, the aforesaid two (2) feeders, but only for the term and on the conditions hereinafter set forth.

2. Said lease and license is non-transferable.

3. Said lease and license shall continue only until November 15, 1935, provided, however, that Licensee shall have the right to terminate this lease and license at any time prior to November 15, 1935, by delivering the said feeders and all appurtenances thereof, properly crated, packed and addressed to Licensor, f.o.b. cars at Santa Anna, Texas, and notifying Licensor thereof.

4. Licensee agrees to deliver said feeders to Licensor in the aforesaid manner not later than November 15, 1935. In the event that Licensee shall fail so to deliver up the said feeders or shall fail to pay the royalty herein provided when due, the Licensor shall have the right to enter

upon any premises where the said feeders may be and take possession of said feeders.

5. Said feeders shall be used only in the plant of the Licensee at Santa Anna, Texas, and only in the manufacture of the ware listed as "permitted ware" in Schedule A, hereto attached and made a part hereof. The Licensee covenants and agrees that it will not use the said feeders in the manufacture of ware other than that specified as "Permitted Ware" in said Schedule A hereto attached and made a part hereof.

[fol. 18004] 6. Licensee agrees to render to the Licensor on the 10th day of each month, a report of all merchantable glassware made during the preceding month under this agreement, and on or before the 15th day of such month to pay to the Licensor at Licensor's office in Hartford, Connecticut, royalty on all such merchantable articles in accordance with Schedule B, hereto attached and made a part hereof.

7. It is further understood and agreed that during the term of the foregoing lease and license the Licensor grants to the Licensee, without further royalty, the right to use the glassware forming machines now located in the Licensee's plant, when the same are fed by the said leased and licensed feeders, insofar as said forming machines may embody the inventions of patents owned by the Licensor.

8. The Licensor hereby grants to the Licensee and option for one (1) year from the date hereof to acquire Licensor's standard lease and license, on Licensor's standard terms and conditions existing when such option is exercised, to use one (1) or (2) standard Hartford single feeders in the production of the glassware listed in Schedule A hereof, except milk bottles; *provided, however,* that the right herein granted is conditioned upon Licensee supplying to Licensor proof, satisfactory to Licensor, that Licensee is then in such sound financial condition that it may profitably operate under such lease and license.

[fols. 18005-18006] 9. It is further understood and agreed that in the event the Licensee exercises the option granted in Section 8 hereof to the extent of acquiring the right to use only one Hartford single feeder, it shall then have a further option for an additional year thereafter within

which it may acquire the right to use the second Hartford single feeder for the purposes set forth in Section 8 hereof.

In Witness Whereof, the parties hereto have affixed their names and corporate seals by their proper officers thereunto duly authorized.

(Seal.) Hartford-Empire Company, by Robson D. Brown (Sgd.), Treasurer. Attest: Arthur T. Safford, Jr., Secretary. (Seal.) Knape-Coleman Glass Company, by S. A. Coleman, Jr. (Sgd.), President. Attest: Harold O. Knape, Secretary.

* * * * * * *

[fol. 18007] Schedule A

Annexed to License and Lease Agreement between Hartford-Empire Company and Knape-Coleman Glass Company of Santa Anna, Texas, dated April 29, 1935.

Permitted Ware

Specification of glassware which may be made under the License and Lease to which this schedule is annexed:

The glassware which Licensee is permitted to manufacture under this License and Lease shall consist only of the following articles made of flint glass, amber glass or green glass, but of no other color.

1. Milk bottles.

2. Packers' ware, made only by both pressing and blowing, except that containers for packing shrimp may be made by pressing only.

3. Pressure ware for containing charged beverages.

4. Beer bottles and bottles for mineral waters, charged or uncharged.

5. Liquor bottles.

6. Bottles and jars for containing shellac, polish, bluing or ammonia.

Any packers' ware manufactured under this License and Lease and capable of receiving a Mason fruit jar cap shall [fol. 18008] be manufactured only on direct order of a food packer.

No right is herein granted to the Licensee to manufacture any articles of heat-resisting glass or to manufacture domestic fruit jars.

[fol. 18009] SCHEDULE B

Annexed to License and Lease Agreement between Hartford-Empire Company and Knape-Coleman Glass Company of Santa Anna, Texas, dated April 29, 1935.

Rates of Royalty

1. For milk bottles:

Quart milk bottles	20 cents per gross
Pint milk bottles	15 cents per gross
Half-pint milk bottles	12 cents per gross
Fourth-pint milk bottles	10 cents per gross

Other sizes proportionate by weight to the nearest standard size above specified.

2. For all other glassware specified in Schedule A hereof:

2 oz. weight and under	10 cents per gross
Over 2 oz. weight and not exceeding 4 oz. weight	11 cents per gross
Over 4 oz. weight and not exceeding 8 oz. weight	12 cents per gross
Over 8 oz. weight and not exceeding 12 oz. weight	13 cents per gross
Over 12 oz. weight and not exceeding 13 oz. weight	14 cents per gross
Over 13 oz. weight and not exceeding 16 oz. weight	15 cents per gross

[fols. 18010-18011]

Over 16 oz. weight and not exceeding 20 oz. weight	16 cents per gross
Over 20 oz. weight and not exceeding 26 oz. weight	18 cents per gross
Over 26 oz. weight and not exceeding 30 oz. weight	21 cents per gross
Over 30 oz. weight and not exceeding 96 oz. weight	One-twelfth (1/12) of one (1) cent per pound.
Over 96 oz. weight and not exceeding 126 oz. weight	One-sixth (1/6) of one (1) cent per pound.

The weights above specified in this Section 2 are the weights of the finished articles.

[fol. 18012] GOVERNMENT EXHIBIT No. 790

Bill of Sale

In consideration of the sum of One Dollar and other valuable considerations, receipt of which is hereby acknowledged, Knape-Coleman Glass Company, a corporation of Texas, having its principal place of business at Santa Anna, Texas, hereby agrees to sell, assign and transfer, and does by these presents sell, assign and transfer to Hartford-Empire Company of Hartford, Connecticut, all right, title and interest to and in one certain glass feeder known as a "Miller" feeder, and all right, title and interest to and in one certain glass feeder known as a "Bethel" feeder, both said "Miller" feeder and said "Bethel" feeder being now located in its plant at Santa Anna, Texas; the said two feeders being the only automatic glass feeders owned by

the Knape-Coleman Glass Company and located at said plant.

In Witness Whereof, said Knape-Coleman Company, by its officers duly authorized therefor, duly sets its hand and seal this 29th day of April, 1935.

(Seal.) Knape-Coleman Glass Company, by S. A. Coleman, Jr. (Sgd.), President. Attest: Harold O. Knape (Sgd.), Secretary.

[fol. 18013] The State of Texas,
County of Tom Green:

Before me, the undersigned authority, on this day personally appeared S. A. Coleman, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Knape-Coleman Glass Company of Santa Anna, Texas, and as the President thereof, and for the purposes and considerations therein expressed.

Given under my hand and seal of office, this the 29th day of April, A. D. 1935.

(Seal.) Edith C. Bibolet, Notary Public, Tom Green County, Texas.

(Here follow 3 photolithographs, side folios 18014—18016-18017.)

GOVERNMENT EXHIBIT No. 804

HARTFORD-EMPIRE COMPANY

Glass Working Machinery

HARTFORD, CONN.

CABLE ADDRESS:
EMHART

LEGAL DEPARTMENT

June 9th, 1933

PROPERTY OF
HARTFORD-EMPIRE COMPANY
Must Be Kept In Vault
VAULT NO. 3

Capstan Glass Company
Connellsville
Pennsylvania

Dear Sirs:

In consideration of the payments to be made by you to us, as set forth below, we hereby waive the covenant numbered 1 in our contract with you of April 13, 1933, to the extent of permitting you to use the four plunger feeders "Capstan feeders", which you have recently

(in accordance with our General Agreement of February 17, 1926, with you) for either four new Tusker, Reeves and Beatty feeders or four new Hartford single feeders, we agree to permit you to continue such use of the four Capstan feeders beyond October 15, 1935, until we furnish and install such four new Tusker, Reeves and Beatty feeders or four new Hartford single feeders, such period not to exceed four months from October 15th.

In consideration of such permission you agree for the period of such use to pay us our standard royalties, as per said General Agreement, on all your production, and that your field of ware will be as now permitted to you by said General Agreement with you as modified by our contract of April 15, 1935.

Very truly yours,

HARTFORD-EMPIRE COMPANY

A. T. Safford, Jr.

Secretary

ATS:KLB

Connellsville, Pa.
June 13 1935

Capstan Glass Company hereby concurs in and agrees to the foregoing.

CAPSTAN GLASS COMPANY

By _____

Pres

18014

9250A

GOVERNMENT EXHIBIT No. 805

HARTFORD-EMPIRE COMPANY

Glass Working Machinery

HARTFORD, CONN.

PROPERTY OF
HARTFORD-EMPIRE COMPANY
Must Be Kept In Vault
VAULT NO. 32 - S. S. Dr. 1
LEGAL DEPARTMENT

CABLE ADDRESS:
EMHART

October 12, 1953

Mr. G. F. Rieman
Capstan Glass Company
Connellsville, Pennsylvania

Dear Mr. Rieman:

This is to confirm our mutual understanding regarding your right to make liquor ware in addition to the right to make beers permitted to you in our letter to you of April 13, 1953, and will completely take the place of and supersede that letter.

Hartford and Capstan, therefore, agree that -

1. While the extension provided for below remains uncancelled Capstan will not use for commercial production, nor sell, nor license to others, its experimental feeders of its present or future types.

2. So long as said extension remains uncancelled Capstan desires to and will co-operate with Hartford in every possible way to the end that Hartford's licensing business be of general benefit to the industry as a whole.

3. Hartford, on its part, agrees to extend Capstan's feeder license so as to entitle Capstan to manufacture -

(1) Beers and Near-Beers, and

(2) Liquor Bottles and Flasks and Wine Bottles; PROVIDED, however, that the production of liquor bottles and flasks and

925011

wine bottles by feeders under license from Hartford to Capstan shall not exceed One Hundred Fifty Thousand (150,000) gross in any one calendar year.

To accomplish this, in view of existing agreements, Hartford and Capstan agree that the General Agreement between them dated February 17, 1926 shall be amended by excluding (until such time as Capstan may cancel, as provided below) from said agreement the words "beers or near-beers" commencing on line 14 of page 2 of Schedule C thereof, and the words "intoxicating liquors" in line 15 of the same page.

It is expressly provided, however, that Capstan may cancel said extension at any time during the term of said General Agreement by giving written notice to Hartford at least 6 months before the time when said cancellation is to take effect.

Very truly yours,

HARTFORD-EMPIRE COMPANY

A. T. Safford, Jr

Secretary

ATS:RLB

Connellsville, Pennsylvania
October 14th 1935

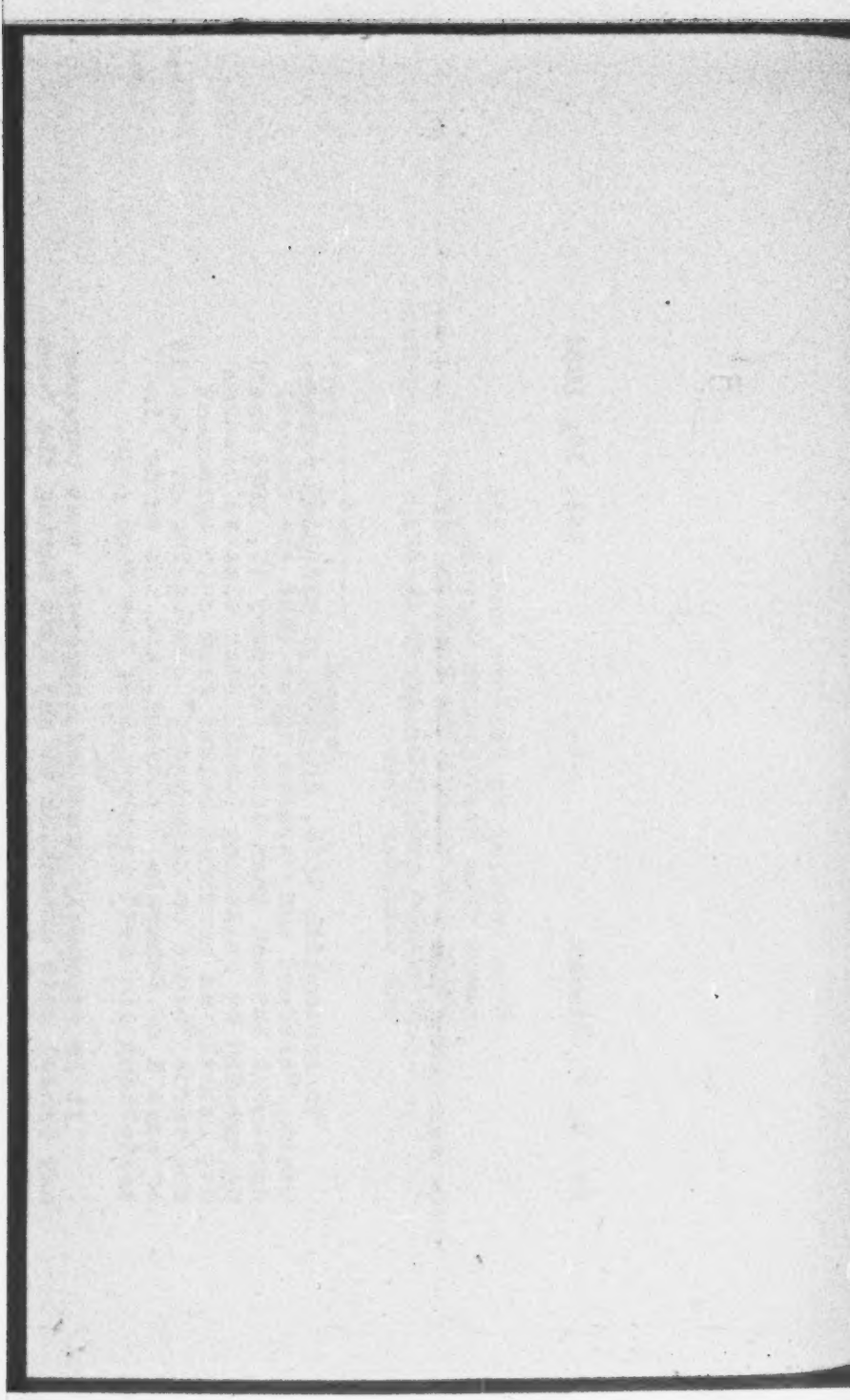
Capstan Glass Company hereby concurs in and agrees to the foregoing.

CAPSTAN GLASS COMPANY

By G F Rieman
Pres.

18016-18017

92506



[fol. 18018] GOVERNMENT EXHIBIT No. 806

Agreement

This Agreement made this 1st day of May, 1934, between Hartford-Empire Company, a corporation organized under the laws of Delaware and having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford") and Capstan Glass Company, a corporation organized under the laws of Delaware and having its principal place of business at Connellsville, Pennsylvania (hereinafter called "Capstan"),

Witnesseth

Whereas Capstan desires to use for commercial production of glassware Four (4) feeders which it now has and which are of the type more specifically described in Schedule A attached hereto (hereinafter referred to as "Capstan Feeders"), and

Whereas such use is prohibited by a letter agreement between Capstan and Hartford, dated October 12, 1933, and

Whereas Hartford desires to permit Capstan to use said Four (4) Capstan Feeders under the same terms and conditions as it is now using Tucker and Reeves Feeders, except as specifically provided otherwise below,

Now, Therefore, in consideration of these premises and [fol. 18019] the covenants hereinafter set forth, the parties agree as follows—

(1) Capstan hereby relinquishes its ownership of said Four (4) Capstan Feeders and transfers full ownership and title thereto to Hartford.

(2) Hartford hereby grants to Capstan permission to use said Four (4) Capstan Feeders for the manufacture of ware in accordance with all of the terms, conditions and obligations of Article III of said General Agreement between the parties, dated February 17, 1926, as modified in the said letter agreement dated October 12, 1933, excepting Sections 2 and 11 thereof, in so far as said terms, conditions and obligations are applicable to either Hartford or Capstan and as the same may be expressly modified in Section 4 hereof.

(3) Capstan agrees to operate said feeders in accordance with the terms and conditions of said Agreement, as modified in Sections 2 and 4 hereof, including the payment of royalties but not the payment of the license fee specified in Article II, Section 2, of said General Agreement.

(4) The following paragraph (a) shall apply to said (4) Capstan Feeders—it being clearly understood that it is the intention of Capstan and Hartford that this Section [fol. 18020] 4 shall apply only to said Four (4) Capstan Feeders and not to the Tucker and Reeves Feeders covered by said General Agreement or to additional Tucker and Reeves Feeders which may be furnished Capstan under Article II of said General Agreement.

(a) *Minimum Royalties*—A minimum royalty of Fifteen Hundred Dollars ($1500) per year for each one of said Capstan Feeders shall be payable by Capstan on or before the fifteenth day of January for the year last preceding during the entire term provided for in Article III, Section 3, of said General Agreement; *Provided*, however, that said minimum royalty shall not commence to accrue until such time as the total production royalties paid under Article III, Section 8, (including the royalties on the said Four (4) Capstan Feeders) of said General Agreement in any one calendar year shall be less than the total minimum royalties required for said Capstan Feeders and at such time only to the extent that the total royalties shall be less than said total minimum, and *Provided* further that only the minimum royalty provided for in Article III, Sec- [fol. 18021] tion 3, shall be applicable in the event Capstan shall terminate any machine license in accordance with Article III, Section 3, of said General Agreement. In the event of such termination of any machine license covering any one of said Capstan Feeders Hartford shall continue to own each Capstan Feeder without purchase thereof.

(5) The parties agree that the present agreement shall not enlarge or detract from the patent rights of either party and shall not enlarge or detract from any defenses which either party may have to any patent claims of the other; it being the intention of the parties that their respective patent rights and/or defenses to patent claims shall remain the same as if this agreement had not been executed.

In Witness Whereof the parties hereto have caused this Agreement to be executed and their names and seals affixed hereto and to a duplicate hereof.

Hartford-Empire Company, by (not legible), General Manager. (Seal.)

Attest Arthur T. Safford, Jr.

Capstan Glass Company, by G. G. Rieman. Pres. (Seal.)

Attest (not legible).

[fols. 18022-18023] Schedule A

Attached to Agreement dated May 1, 1934 Between Hartford-Empire Company and Capstan Glass Company

Description of Capstan Feeders

The Four (4) Capstan Feeders hereinbefore referred to were developed and built by the Capstan Glass Company and are now installed in the Capstan factory and known as Capstan Feeders A, B, C, and D. Each of these feeders includes (1) a feeder spout; (2) a plunger; (3) a plunger operating mechanism; (4) an electric motor; (5) motor speed adjustment rheostat; (6) regulator for burner gas supply; and (7) a pair of shears.

[fol. 18024] Government Exhibit No. 808

General Agreement Capstan Glass Company

Preamble

Whereas Capstan Glass Company, a corporation organized under the laws of Delaware, and having its principal place of business at Connellsville, Pennsylvania, (hereinafter called "Licensee"), holds by assignment from Isaac R. Stewart certain license contracts made between Federal Glass Company, first party; Oliver M. Tucker and William A. Reeves (concurred in by James M. Beatty), second party; and the said Stewart, third party, as evidenced by agreements dated June 22, 1917, January 22, 1920, June

30, 1920, January 27, 1923, and January 24, 1924, and also another agreement likewise dated January 24, 1924, between Tucker, Reeves and Beatty of Columbus, Ohio, and the said Stewart; (which said six license contracts are hereinafter referred to as "the license contracts") and

Whereas the Licensee by virtue of said license contracts, now owns and holds under license Twenty-four (24) glass feeding machines known as Tucker & Reeves Feeders (hereinafter called "Original Tucker & Reeves Feeders") and identified by feeder numbers as follows: Number One (1) to Twenty-four (24) inclusive; and

[fol. 18025] Whereas the Licensee has the right under said license contracts to secure other and additional similar Tucker & Reeves Feeders; and

Whereas Hartford-Empire Company, a corporation organized under the laws of Delaware and having its place of business at Hartford, Connecticut (hereinafter called "Licensor"), owns and/or controls various patents, patent applications and inventions relating to glass feeding machinery and has also recently acquired various patent applications and inventions formerly the property of Oliver M. Tucker, William A. Reeves and James M. Beatty, many of said acquired inventions being embodied in the said Original Tucker & Reeves Feeders; and

Whereas, said Licensor has also acquired from said Federal Glass Company, by assignment through C. B. Belknap, all the interest and rights of said Federal Glass Company as grantor in the said license contracts, said assignment excepting the royalty of one (1) cent per hundred articles on the Block Mold Ware covered by said license contracts, and providing also that said assignment was not to be interpreted as authorizing the extension to third parties other than said Stewart and/or said Capstan Glass Company of the exclusive rights shared by said Federal Glass Company and said Stewart and/or said Capstan Glass Company by virtue of said license contracts so assigned; and

[fol. 18026] Whereas, said Licensor has also acquired, by assignment through said Belknap, from said Tucker, said Reeves and said Beatty and from Tucker, Reeves and Beatty, all the rights and interests of said Tucker, Reeves and Beatty or either of them in said license contracts, and

Whereas the Licensee desires to have the added security, for the use of said feeders, of a license under the said

patents, applications and inventions of the Licensor and the Licensor is willing to grant such additional security by way of such license to the Licensee, but desires that, as between the parties hereto, their successors and assigns, certain changes shall be made as to the licensing of such feeders and of additional Tucker & Reeves Feeders to the Licensee;

Now Therefore, this Agreement made this 17th day of February 1926, but effective as of the 3rd day of October 1925, between said Hartford-Empire Company and the said Capstan Glass Company, in consideration of the mutual covenants herein contained

Witnesseth, That the parties hereto agree that, as between themselves, their successors and assigns, their rights and obligations hitherto existing by virtue of said license contracts, and relating to all matters hereinafter covered or provided for, shall be modified and altered as below set forth, it being the intention of the parties hereto that [fol. 18027] their relations with each other in said matters shall be governed by this present Agreement.

Article I

Original Tucker & Reeves Feeders

Section 1—Title. It is understood that the Licensee now has, and shall in its option retain, complete title to all or any of said 24 Original Tucker & Reeves Feeders, provided, however, that in case the machine license issued under the provisions of Section 17 of Article III of this Agreement in respect of any one of said Original Tucker & Reeves Feeders shall be revoked or otherwise terminated, the Licensor shall have the option to purchase and at once acquire from the Licensee title to and possession of such feeder by paying to the Licensee the then fair value of such machine. Such option to purchase must be exercised by the Licensor, if at all, by written notice to the Licensee, within thirty (30) days of the termination or revocation of such machine license. If within thirty (30) days after the exercise of such option the parties fail to agree upon such fair value, the Licensor must within ten (10) days thereafter by written notice to the Licensee appoint an [fol. 18028] appraiser. Failing such appointment, said option shall lapse. Within ten (10) days of such appointment the Licensee by written notice to the Licensor shall

appoint a second appraiser. Failing such appointment, the Licensor may appoint such second appraiser. The two appraisers so appointed shall appoint a third, and the three appraisers so appointed shall thereupon by a majority vote fix and determine such fair value and such determination shall be binding upon both parties. The expense of the appraisal shall be equally divided between the parties.

Section 2—Subject to General Provisions. The said 24 Original Tucker & Reeves Feeders shall from the date of this Agreement become and be held subject to all the provisions of the following Sections of Article III—General Provisions—of this Agreement: Section 1—"Extent of Agreement"; Section 3—"Term"; Section 4—"Place and Nature of Use"; Section 5—"Prohibition of Assignment"; Section 6—"Changes, Additions and Improvements"; Section 7—"Accounting"; Section 8—"Royalties"; Section 10—"Operation of Machinery"; Section 11—"Inherent Defects"; Section 12—"Acknowledging Validity of Patents"; Section 13—"Protection of Licensee from Infringement Claims"; Section 14—"Right of Revocation"; Section 15—"Re-Possession of Machinery"; Section 16—"Inspection"; Section 17—"Form of Machine License"; Section 18—"Waiving the Conditions"; and Section 19—"Con-[fol. 18029] tinuance of Agreement—Arbitration".

Article II

Additional Tucker & Reeves Feeders

Section 1—Additional Feeders. Upon request of the Licensee, the Licensor agrees to furnish and license to the Licensee additional Tucker & Reeves Feeders as described in Schedule A under the heading "Tucker & Reeves Feeders" at such times and in such quantities as the Licensee may from time to time desire, subject, however, to the reasonable limitations of the Licensor's manufacturing conditions and of fairness in supplying other licensees with machinery furnished by the Licensor. If the Licensor fails within a reasonable time under the above circumstances to furnish such machines, the Licensee may secure the same elsewhere.

Section 2—License Fee. Upon each additional feeder so furnished to the Licensee by the Licensor, the Licensee shall pay to the Licensor the cost of actual labor and ma-

terial, plus Forty-three (43) per cent for burden, but the total price shall not exceed the lowest price heretofore paid for such feeders by Licensee since September 1st, 1923. Said payment shall be known as a "license fee" and shall be paid when such feeder is ready for delivery to the Licensee.

[fol. 18030] *Section 3—Title.* The Licensor shall retain and at its option continue to retain complete title to said additional feeders.

Section 4—Subject to General Provisions. Such additional feeders shall become subject to and be licensed under all the provisions of Article III, "General Provisions", of this Agreement.

Article III

General Provisions

Section 1—Extent of Agreement. The Licensor hereby licenses the Licensee under all the patents, patent applications and inventions now or hereafter owned or controlled by the Licensor (including those acquired from Tucker, Reeves & Beatty) relating to the feeding of molten glass, to use the said 24 Original Tucker & Reeves Feeders and any additional Tucker & Reeves Feeders secured hereunder by the Licensee, (all such feeders being referred to hereafter as "licensed machinery"), provided, however, that this agreement is limited and confers only the right to use the said feeders in Continental United States and in the manner and for the purpose hereinafter set forth and not otherwise.

Section 2—Delivery and Installation. (a) The Licensor shall deliver said licensed machinery f. o. b. at place of manufacture, and shall, if requested by the Licensee, aid [fol. 18031] in installing said licensed machinery as provided in Schedule "B" annexed hereto.

(b) The Licensee agrees to proceed diligently with the installation of said licensed machinery as soon as the same is delivered, and to accept the machinery and pay royalties to the Licensor as called for by Section 8 of this Agreement.

Section 3—Term. The term of each machine license issued under Articles I, II and III hereof, unless sooner revoked or terminated as provided elsewhere herein, shall

be for the entire life of all patents owned or controlled by the Licensor prior to July 1st, 1940 and embodied in said licensed machinery.

Provided, however, that the Licensee shall have the privilege upon twenty-four months written notice given to the Licensor (such notice, however, not to be given prior to the expiration of six years from the effective date of this Agreement) of terminating any such machine license and all obligation thereunder, whether express or implied, except that the Licensee shall upon such termination be obligated to pay to the Licensor all royalties accrued thereunder up to the date of such termination; and also except that Licensor shall retain the thirty day option right of purchase and/or repossession provided in Article I, Section 1 and Article III, Section 15, and also except that the obligations of the Licensor and Licensee specified in Article [fol. 18032] III, Section 13, Paragraphs (b) and (c) shall continue in force as to any claims or proceedings based upon operations under this Agreement which took place prior to such termination. Provided further that in the event of giving such notice, then during the twenty-four months period following the giving of such notice, the Licensee shall pay upon such feeder, a minimum royalty of Fifteen hundred (1500) Dollars a year, to commence to accrue upon the beginning of such twenty four months period and to be payable one-half upon the expiration of twelve months and the balance at the end of such period.

Section 4—Place and Nature of Use. (a) Said licensed machinery and all improvements thereon shall be used only for manufacturing the glassware defined as "Permitted Ware" in Schedule "C" annexed hereto, and only at said plant of Licensee located at Connellsville, Pennsylvania or at any other plant owned or controlled and operated by the Licensee.

(b) Each such licensed machine and all improvements thereon shall be used for delivering glass to only a single forming machine at a time and not otherwise.

(c) Licensor further agrees that it will not, during the continuance of this Agreement, grant to any person, firm or corporation except Licensee, any license or right to use in Continental United States, for the making of the glassware permitted in Schedule C hereto attached under the

[fol. 18033] heading—"Exclusive Field"—any glass feeder or feeding machine which embodies a swinging pressure cup in which gas is burned or embodies a swinging pressure cup in combination with an annular burner surrounding the outlet (such machines being commonly known as Tucker & Reeves Feeders, or Federal Feeders), provided, however, that this paragraph (c) and the exclusive covenant made thereunder shall represent and cover all of the exclusive rights which shall exist between the parties hereto, and that, as between said parties, Paragraph Six (6) of the said license contract of June 22, 1917, shall be understood as limited to the above-identified Tucker & Reeves or Federal feeder, and provided further, that this paragraph (c) and the exclusive covenant made thereunder shall not be held to conflict with or in any way prejudice the rights of the Federal Glass Company of Columbus, Ohio to use such machines under contracts now outstanding between the said Federal Glass Company and said Tucker, Reeves & Beatty or either of them, (said contracts being identified as follows: Dated November 27, 1916 and July 17, 1924); nor shall the said paragraph (c) in any way be held to conflict with or prejudice the rights of the Hart Glass Manufacturing Company of Dunkirk, Indiana under contracts now outstanding between said Company and said Tucker, Reeves & Beatty, (as limited by letter from Cap- [fol. 18034] stan Glass Company to Hart Glass Manufacturing Company dated December 3, 1920, copy of which letter is annexed hereto as Exhibit 1), (said contracts being identified as follows; Dated August 9, 1920; September 21, 1920; a "Supplemental Agreement" also dated September 21, 1920; and June 8, 1921), and the Licensor herein shall have and reserve the right as to any and all patents controlled by it, to carry out all the requirements and provisions of said contracts of the Federal Glass Company and said contracts of the Hart Glass Manufacturing Company, as limited by said letter Exhibit 1.

Section 5—Prohibition of Assignment. The said licensed machinery shall be used only by the Licensee or its operatives, and only at the plant or plants aforesaid. Neither the said licensed machinery nor its license nor this Agreement shall be transferred, assigned or sub-let by the Licensee, provided that in so far as Licensor has or shall acquire the right to grant such privilege, the Licensee may

transfer or assign the said licensed machinery and any license covering the same and this agreement to the purchaser of the entire business of the Licensee. If either be otherwise transferred, assigned or sub-let, or if the Licensee discontinues for a period of more than two years the production of glassware under this Agreement, or is [fol. 18035] adjudicated bankrupt, or if the Licensee makes any general transfer or assignment for the benefit of creditors, then and in any such case this Agreement and all licenses thereunder may, at the option of the Licensor, be terminated.

Section 6—Changes, Additions and Improvements. (a) No changes and no additions other than reasonable and necessary repairs and other than necessary or proper safety appliances, shall be made in or to said licensed machinery unless (1) by consent in writing of both parties to this Agreement, or (2) as provided in Section 13 hereof for the event of injunction; or as provided in this Section 6 for improvements.

Provided, however, that any such change or addition may be made by Licensee without consent of Licensor if the same be made under all of the following conditions:

First, that such change or addition actually increases the efficiency of such machinery;

Second, that the Licensee shall assume full liability for the use of such change or addition, and shall hold the Licensor harmless from all suits and/or claims whether for infringement damages or costs, or of any other nature based upon such use;

Third, that such change or addition shall not infringe any claim in any United States patent then owned or controlled by the Licensor, and,

[fol. 18036] Fourth, that such change or addition shall be disclosed by the Licensee to the Licensor before being embodied in such machinery.

A license (with the right to assign and sub-license) from the Licensee for the term of this Agreement under all patent rights at any time possessed during the term of this Agreement by the Licensee covering such changes or additions as are made as contemplated by this paragraph (a) of Section 6, shall be granted to the Licensor, and all such

changed and added parts shall become the property of the Licensor subject to the conditions hereof.

(b) The Licensee shall, during the term of this Agreement, be given the benefit, for the purposes set forth in Section 4, Article III, of any and all improvements for use in and upon said licensed machinery, which may be devised, developed or acquired by the Licensor, if and when said improvements shall, with the express consent of the Licensor, have been used commercially in the United States upon said licensed machinery in the making of glassware. In such event the Licensor will, upon written request of the Licensee, furnish to the Licensee with reasonable promptness, such parts as may be needed to apply the said improvements to the said licensed machinery and at prices similar to those charged by Licensor for such parts to other [fol. 18037] similar licensees. Such improvements shall be used by the Licensee only in or upon the said licensed machinery, and only during the term of its license. All parts displaced from said licensed machinery by the said improvements shall be returned to the Licensor subject to the conditions hereof.

The word "improvements" when used in this Agreement shall be held to mean only (1) substitution of new parts for old parts of said licensed machinery; or (2) changing old parts thereof; or (3) addition of new devices which are intended and adapted to become integral portions of such machinery; and not otherwise.

Section 7—Accounting.

(a) The Licensee shall keep proper books of account during its entire operation under this Agreement, showing the length of time that each one of said licensed machines is operated each day, and the number, kinds and sizes of glassware produced each day therewith.

(b) Such books shall at all reasonable times be open to the inspection of the Licensor, or its duly authorized agents. The Licensee shall, on or before the fifteenth day of each month, furnish to the Licensor upon blanks provided by the latter, properly certified detailed statements [fol. 18038] giving in itemized form all the data mentioned in this Section, so far as may be required by the Licensor, for the preceding "Licensee's month". The said "Licen-

see's month" (of four or five weeks) shall correspond to those set up on the regular books of the Licensee.

Section 8—Royalties.

(a) The Licensee shall pay to the Licensor during the term of this Agreement, royalties on all merchantable glassware produced by or with the aid of said licensed machinery from the completion of its installation, at rates for the respective items of ware, as provided in Schedule "D" annexed hereto; Provided, that in case the Licensor shall at any time during the continuance of this Agreement grant to any other person, firm or corporation the right to use any of such licensed machinery (or the Hartford Single Feeder, or a feeder of substantially the same construction as said Hartford Single Feeder) under substantially similar circumstances and conditions at rates of royalty lower than those required by this Agreement to be paid by the Licensee for such licensed machinery when producing a given article of ware, the Licensor will there- [fol. 18039] upon promptly notify the Licensee thereof and so long as such lower rates are in effect, will also give to the Licensee the full advantage of such lower rates for such ware upon such licensed machinery. The royalty rates now being paid or payable under contracts in force October 3, 1925, by Monongah Glass Company of Fairmont, West Virginia, Beech-Nut Packing Company of Canajoharie, New York, Corning Glass Works of Corning, New York and The Owens Bottle Company of Toledo, Ohio, shall neither of them be considered as coming within the foregoing proviso or as constituting such lower rates.

(b) All of said royalties shall be paid monthly, at the Licensor's office, in New York funds and shall be mailed to the Licensor on or before the fifteenth day of each month, for and upon all merchantable glassware manufactured by the Licensee under this Agreement, during the preceding "Licensee's month".

(c) Licensor agrees that it will indemnify and hold harmless Licensee and/or Isaac R. Stewart against any claim by said Federal Glass Company based upon any obligation or alleged obligation of Licensee and/or said Isaac R. Stewart under said license contracts, including (but without limiting the generality of the foregoing,) any obligation hereafter accruing to pay to said Federal Glass Com-

pany any royalty or license fee under said license contracts.

[fol. 18040] *Section 9. Insurance.* The Licensee shall also at its own expense, procure and keep in force good policies of insurance against fire to the amount of the full insurable value of said licensed machinery, payable in case of loss to the Licensee; shall also pay all taxes assessed against said licensed machinery, and shall hold and save the Licensor harmless against any and all damages and costs resulting from injury occurring to any of the said Licensee's employees or others on account of or in connection with said licensed machinery, subsequent to the installation thereof.

Section 10. Operation of Machinery.—The Licensee shall keep, use and operate said licensed machinery and all parts thereof in a careful, safe, prudent, and proper manner; shall while operating the same maintain the same in good order; shall not, without consent of the Licensor, add to or subtract from such licensed machinery as supplied by the Licensor, excepting necessary or proper safety appliances, or allow changes to be made therein except as provided in Section 6 hereof, or interfere with the proper operation thereof, or remove or deface any plates, dates, numbers or inscriptions placed thereon by the Licensor. The Licensee, while operating the same, shall promptly notify [fol. 18041] the Licensor of the need of any repairs or renewals of said licensed machinery, and the Licensee shall at its own expense effect such repairs and renewals, purchasing the necessary renewal parts from the Licensor. The Licensor agrees to furnish promptly such renewal parts at cost of actual labor and material plus Forty-three (43) per cent for burden. But the total price for any such part shall not exceed the lowest price heretofore paid for such part by Licensee since September 1st, 1923. If the Licensor declines or neglects so to furnish such parts, the Licensee may procure them elsewhere.

Section 01. Inherent Defects.—The Licensor shall remedy and make good without charge, any inherent defects appearing in the materials of said licensed machinery or repair parts during one year from date of installation of such machinery or parts, as the case may be.

Section 12. Acknowledging Validity of Patents.

(a) Licensee hereby waives all rights to justify any breach of this Agreement or of any license hereunder on the Licensee's part by denying the validity of any patents that may now or hereafter be owned, controlled or licensed by the Licensor, excepting as to the claim or claims of such patent or patents which may by the Supreme Court of the [fol. 18042] United States or by final decree of a court of competent jurisdiction, within the judicial circuit wherein said plant is located, including appellate courts if appeal is taken, have been declared void, this exception being limited to the particular claim or claims thus declared void.

(b) In case such decision of the Supreme Court or such final decree shall declare to be void all or substantially all of the Licensor's patents embodied in and relating to the said licensed machinery, or in case the Licensor's patents be so narrowly construed so that in either event the Licensee is thereby evicted from all or substantially all of the benefits of this Agreement, then and in that case the Licensee may at its option revoke and terminate this Agreement and all licenses issued hereunder, in which event the Licensor shall thereupon have the option to take back all of the said licensed machinery and its appurtenances as provided in Section 1 of Article I and Section 15 of Article III hereof, and the Licensee shall thereupon be relieved from paying further minimum royalties. Provided, however, that until such revocation the Licensee shall continue to be bound by all the covenants and provisions of this Agreement.

Section 13. Protection of Licensee from Infringement Claims.

The licensee hereby releases Licensor from the obligation expressed in paragraph 7 of the first of said license [fol. 18043] contracts dated June 22, 1917, and reaffirmed in the remainder of said license contracts reading,

"It is further mutually covenanted and agreed that the first party and the second parties agree to intervene on behalf of, and to fully protect and hold harmless the third party or his assigns, from all patent infringement suits that may arise in relation to the aforesaid machines and inventions."

and in place thereof it is agreed as follows:

(a) Licensor will, at its own expense, save and hold Licensee harmless against damages and costs recovered in any suits or claims brought against Licensee and/or Isaac R. Stewart for alleged infringement of patents based on the use of said Tucker & Reeves Feeders prior to October 3, 1925, and since May 1, 1919, and Licensor will also at its own expense intervene in and defend as a party thereto, in such suit.

(b) The Licensor will at its own expense save and hold the Licensee harmless against damages and costs recovered in any suits or claims brought against the Licensee for alleged infringement of patents based on the use from and after October 3, 1925 of the said licensed machinery, but only to the extent that the Licensor shall in no way be obligated by reason of any act of the Licensee to pay or reimburse any such damages to an amount in excess of the royalties which shall have been paid hereunder to the Licensor by the Licensee during and for the period of in- [fol. 18044] fringement and before the judgment for such recovery, said period not to *to* exceed, however, the forty-eight (48) months immediately preceding such judgment. The Licensor shall, upon the written request of the Licensee, defend any such suits or claims, unless or until the Licensor shall elect to effect a settlement thereof at the Licensor's expense. The Licensee shall promptly inform the Licensor of any such suit or claim, or any threat or probability thereof, coming to the knowledge of the Licensee, and shall, at the Licensor's expense, fully and freely aid the Licensor in defending the same; and shall further promptly inform the Licensor of any infringement of the Licensor's patents coming to the knowledge of the Licensee.

(c) The Licensor shall have the right to intervene in and defend, as a party thereto, any suit brought against the Licensee during the term hereof which involves any contention that the making, selling or use of such licensed machinery, or any improvement or part thereof constitutes an infringement of any patent.

(d) In case the Licensor shall be delayed in the performance of, or be rendered unable to perform all or any part of this Agreement, by reason of strikes, unavoidable acci-

dent, the non-arrival of machines or materials, or if the installation or operation of the said licensed machinery shall be delayed or stopped by the process or order of any court of competent jurisdiction, the Licensor shall not be [fol. 18045] liable to the Licensee for any loss, delay or damage incurred thereby, except for damages recovered for infringement as set forth and limited above in this Section.

(e) In the event of such an order, decree or injunction being issued against any part or parts of said licensed machinery, the Licensor reserves the right to substitute with reasonable promptness other machinery or parts for those involved in the injunction and at no cost or charge to the Licensee. The part or parts so substituted shall be of an efficiency substantially equal to that of the part or parts so involved in said order, decree or injunction and shall immediately become subject to all the provisions of this Agreement.

(f) In the event that such order, decree or injunction shall become permanent against any part or parts of said licensed machinery, and no substitution of machinery or parts shall have been made with reasonable promptness as above stated, then in that event this Agreement shall cease and terminate in all its provisions, and if the said event occurs during the first three (3) years of the term of this Agreement, the Licensee shall be entitled to receive back the said license fee specified in Article II, Section 2, paid by it, after deducting therefrom such proportion [fol. 18046] thereof as the elapsed time under this Agreement shall bear to the said three years.

(g) The rights and obligations of the Licensor and Licensee under Paragraphs (a), (b) and (c) of this Section 13, shall survive the termination of this Agreement and of any machine license thereunder in so far as relates to any claims or proceedings based upon operations under this Agreement which took place prior to such termination.

Section 14. Right of Revocation.—In case the Licensee shall violate or fail to observe as to any machine license issued hereunder, any of the conditions set forth in Article III, Sections 1, 4, 5, 6, 7, 8, 9 (Section 9 only as to addi-

tional feeders), 10 and 16 of this Agreement or shall cause or wilfully permit the same to be violated, and such ground or cause for revocation shall continue for a period of sixty (60) days in the aggregate during the succeeding twelve (12) months after written notice thereof has been given by the Licensor to the Licensee, the Licensor shall thereupon have the right at its option to revoke and terminate absolutely such machine license at any time within said twelve months. Upon such revocation, the Licensor shall no longer thereafter be under any obligations under this Agreement or otherwise to furnish or license to the Licensee further or additional feeders.

Section 15. Re-Possession of the Machinery.—Upon the termination of any such machine license, the Licensee shall at the option of the Licensor return to the Licensor upon payment of the fair value thereof the said licensed machinery and all appurtenances thereof, covered by this [fol. 18047] Agreement, in good condition, reasonable wear and use excepted, by delivering the same properly crated and packed f. o. b. cars at any convenient freight station near the plant of the Licensee. If said Licensee shall fail so to deliver the machinery, the Licensor is hereby authorized to enter upon any premises where the said licensed machinery may be and take possession thereof and remove it. Such option shall be exercised and such fair value determined as provided in Section 1 of Article 1 of this Agreement.

Section 16. Inspection.—Duly authorized agents or employees of the Licensor shall at all reasonable times be allowed access to the said licensed machinery for the purpose of inspecting the same and its operation and use, and the Licensee shall afford all reasonable facilities therefor.

Section 17. Form of Machine License.—The original 24 Tucker & Reeves Feeders above described in the Second paragraph of the Preamble hereof are hereby Licensed to the Licensee. The licensing of such feeders and of all additional feeders licensed under this Agreement shall be evidenced for each of such feeders by the issuance of a machine license in substantially the following form:

"Capstan Glass Company Machine License No.—

This License No. — made this — day of —, 19— between the Hartford-Empire Company and the Capstan [fol. 18048] Glass Company in consideration of the mutual covenants herein set forth and referred to; Witnesseth that the Hartford-Empire Company hereby licenses to the Capstan Glass Company a certain glass feeding machine described as follows:

(Insert full description and number of machine).

This said license No. — is made in pursuance of and with express reference to a certain General Agreement made between the Hartford-Empire Company and the Capstan Glass Company, dated February 17th, 1926. It is agreed between the parties hereto that the said machine is licensed and to be taken, installed, used and operated and held subject to all the provisions of said General Agreement in so far as such provisions are by such Agreement made applicable to said machine and such provisions are expressly made a part of this license.

Hartford-Empire Company, by —— ——. Capstan Glass Company, By —— ——. In the presence of —— ——."

[fol. 18049] As soon as the machine license in the form above set forth has been executed for the given machinery, that machinery shall become licensed machinery as this phrase is herein used.

Section 18—Waiving the Conditions. None of the terms of this Agreement or of any machine license issued hereunder shall be held to have been waived or altered unless such waiver or alteration is in writing, signed by an officer (expressly authorized thereto), of the Licensor or the Licensee, as the case may be.

Section 19—Continuance of Agreement-Arbitration. This Agreement shall cease and terminate immediately upon the termination of all the machine licenses issued hereunder to the Capstan Glass Company. In case of any disagreement between the parties as to the meaning of Article II, Section 2, or Article III, Sections 6 or 8, (a) and (b), or 10, or 11 or Section 13 (d) of this Agreement or as to the perform-

ance by either of the parties of the agreements contained in said specified Sections or as to the existence of any facts material for determining the obligations of said Sections or any default by either party thereunder, the question raised by such disagreement shall be submitted to arbitration by three arbitrators, one to be chosen by the Licensor, one by the Licensee and the third to be selected by the two so chosen. The selection of arbitrators by the parties shall be made within ten days from the receipt of notice by either [fol. 18050] party from the other requesting such arbitration. In the event of failure of either party to select an arbitrator as herein provided such arbitrator may be selected by the other party. The proceedings and decision of the arbitrators shall be determined by majority vote. If the decision of the arbitrators shall be to the effect that either party is in default and that such default is capable of correction hereunder, the period specified herein or provided by the arbitrators for correcting such default shall commence on the date on which written notice of such decision shall be delivered to the party in default. The fact that one party has not caused the termination of this Agreement because of one or more defaults by the other shall not prejudice or preclude such party from causing the Agreement to terminate because of any subsequent default by the other.

Such decision of the arbitrators shall be final and shall be enforceable in any court of competent jurisdiction.

Article IV

Reaffirmation

Except as hereinabove modified in respect of the rights and obligations of the parties hereto as between themselves, their successors and assigns, the said license contracts referred to in the preamble hereof are hereby reaffirmed, ratified and continued in full force and effect.

[fol. 18051] In Witness Whereof the parties hereto have caused this Agreement to be executed and their names and seals affixed hereto and to a duplicate hereof, the Hartford-Empire Company acting herein by F. Goodman Smith its 1st vice president and the Capstan Glass Company by G. F. Rieman its President both thereunto duly authorized.

Hartford-Empire Company, by F. Goodwin Smith.
Capstan Glass Company, by G. F. Rieman, Pres.

In presence of Herbert Knox Smith, Jessie L. Atherton, G. C. Sieuis, S. B. DeMerell.

[fol. 18052] STATE OF CONNECTICUT,
County of Hartford, ss:

On this 17th day of February 1926 before me personally came F. Goodwin Smith to me known, who being by me duly sworn did depose and say that he resides in West Hartford, Connecticut; that he is 1st Vice President of the Hartford-Empire Company, one of the parties described in and which executed the foregoing General Agreement; that he executed the same for and in behalf of said corporation and affixed the seal of said corporation thereto by order of the Executive Committee of said corporation and that he knows the said seal to be the seal of the said corporation.

Herbert Knox Smith, Notary Public.

STATE OF PENNSYLVANIA,
County of Fayette, ss:

On this 5th day of March 1926 before me personally came G. F. Rieman, to me known, who being by me duly sworn did depose and say that he resides in City of Connellsville, County of Fayette, State of Pennsylvania.

Ralph M. Younkins, Notary Public. My Commission Expires March 6, 1927.

[fol. 18053] that he is President of the Capstan Glass Company, one of the parties described in and which executed the foregoing General Agreement; that he executed the same for and in behalf of said corporation and affixed the seal of the corporation thereto by order of the Board of Directors and that he knows the said seal to be the seal of the said corporation.

Ralph M. Younkins, Notary Public.

[fol. 18054] Schedule A

Annexed to General Agreement Dated February 17th, 1926, Between Hartford-Empire Company and Capstan Glass Company.

Description of Tucker & Reeves Feeder

The Glass Feeding Machine, known as the Tucker & Reeves Feeder, substantially of the same construction as now installed in the plant of the Capstan Glass Company at Connellsville, Pennsylvania, and embodying a swinging pressure cup in which gas is burned, or embodying a swinging pressure cup in combination with an annular burner surrounding the outlet.

Further detailed description of such feeders, if requested by Licensor, is to be furnished later at the convenience of the parties hereto, for amplification of this Schedule.

[fol. 18055] Schedule B

Annexed to General Agreement Dated February 17th, 1926, Between Hartford-Empire Company and Capstan Glass Company.

Installation of Machinery

1. The Licensor will furnish free of charge to the Licensee such general supervision as the Licensor may deem necessary in connection with the installation of the leased machinery set forth in Schedule "A" annexed hereto.

2. The Licensor will, if requested in writing by the Licensee, furnish a competent machinist to direct and assist in the said installation.

3. The Licensor will, if requested in writing by the Licensee, furnish a competent operator to instruct the Licensee's operators in the operation of the said machinery for a period not exceeding two weeks from the time said machinery is installed.

4. The Licensee will pay to the Licensor the entire cost incurred by the Licensor under (2) and of instructions under (3), including the traveling and living expenses of the men furnished, plus 10% of the said entire cost.

[fol. 18056] Schedule C

Annexed to General Agreement Dated February 17th, 1926, Between Hartford-Empire Company and Capstan Glass Company.

Specification of Glassware Which may Be Made

Permitted Ware

The ware to be produced hereunder shall comprise (except as expressly excluded below "Exclusions" or otherwise) all the articles named under this heading of Permitted Ware and made of the compositions of glass commonly used for such articles, whether flint, blue, amber or green (but excluding opal), and not exceeding one hundred (100) ounces in weight.

Exclusive Field

(A) Packers ware block mold type with jelly rings thereon.

(B) All other ware which is pressed only, and not blown or pressed and blown except

Vault lights
Ointment jars
Finger bowls
Plates
Nappies
Salt shakers
Individual salts
Wax Cups
Stoppers, caps and covers for bottles and jars (not including fruit jar caps and covers.)
Drawer pulls
Furniture balls (substitutes for casters)
Lenses for flashlights, bulls-eyes, head-lights, etc.
Mangin mirrors (for moving picture production)
Prism glass
Novelties and toys (fuse cases; animals)

All ware for the production of which Federal Glass Company has exclusive rights under existing contracts and not heretofore granted by Federal Glass Company to Licensee.
[fol. 18057] Paper weights
Stem ware (Example: Wine and cocktail glasses)
Measuring glasses (Graduated).

(C) Packers jars adaptable for top seal, top side seal, and side seal caps of types such as American metal top side seal, or friction seal caps, or Anchor Cap and Closure caps, or Phoenix Hermetic "Cinch" or "Hermetic" caps, but of no other type of finish.

Non-exclusive Field

All kinds of blown or pressed and blown bottles and jars (other than those mentioned in the exclusive field) excluding bottles and jars used to contain carbonated or non-carbonated waters or drinks, beers or near-beers, patented beverages, intoxicating liquors, or patent or proprietary medicines.

Exclusions

The following articles are expressly excluded and shall not be produced under this Agreement.

(a) Bulbs and tubing and cane all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes.

(b) Signal and optical ware.

(c) Ware intended and adapted for use where the heat resistance, physical strength, chemical resistance or electrical properties of such ware are of substantial value, provided such ware is made from glass having a linear coefficient of thermal expansion of less than .000006 per degree Centigrade, or containing more than five per cent boric oxide, or having an electric strength or thermal endurance or chemical resistance higher than a glass containing 80% silica; 10% sodium oxide; 5% boric oxide and 5% calcium oxide.

(d) Ware intended and adapted for holding food in the process of cooking or sterilizing, other than ware intended and adapted for packages for storage and sale of goods or for transportation of goods.

[fol. 18058] (e) Mold blown articles of glass in so far as the same are or may be used for electrical purposes or in connection with electric illumination.

(f) Ware which is pressed and not blown, except such as is expressly included under Permitted Ware.

(g) Milk Bottles (for raw milk) and nursing bottles.

(h) Lantern globes; gas globes; chimneys; vault lights; battery jars and battery containers; fish globes; display jars; tablet jars; insulators and drawn tube and cane.

[fol. 18059] Schedule D

Annexed to General Agreement Dated February 17th, 1926, Between Hartford-Empire Company and Capstan Glass Company.

Royalty Rates

Section 0. The rates of royalty upon all permitted ware specified in "Exclusive Field", paragraph (A) of Schedule C above, produced hereunder, shall be as set forth below—

The "trade numbers" of the Federal Glass Company referred to below are those shown in the attached "Packers Standard Tumbler Line July 1917" marked "Exhibit 2".

Class A. License fee for Class A to be 5 cents per hundred articles made fit for sale or sold.

Articles in Class A designated by trade numbers of The Federal Glass Company, are—

4002, 4003, 4004, 4005, 4006, 4007, 4008 10 F 6 Ohio, 8 Ohio G 6½.

Also, any other tumbler of similar size and conformation.

Class B. License fee for Class B to 8 cents per hundred articles made fit for sale or sold.

Articles in Class B designated by trade numbers of The Federal Glass Company, are—

4009, 4010, 4011, 4012, 9 Olive, 10 Olive, 9½ Ohio.

Also, any other tumbler of similar size and conformation.

[fol. 18060] Class C. License fee for Class C to be 10½ cents per hundred articles made fit for sale or sold.

Articles in Class C designated by trade numbers of The Federal Glass Company, are—

4013, 4014, 11 F, 1 Meat and 3 Meat.

Also any other tumbler of similar size and conformation.

Class D. License fee for Class D to be 12½ cents per hundred articles made fit for sale or sold.

Articles in Class D designated by trade numbers of The Federal Glass Company, are—

4015, 4016.

Also any other tumbler of similar size and conformation.

Class E. License fee for Class E to be 9 cents per hundred articles made fit for sale or sold.

Articles in Class E designated by trade numbers of The Federal Glass Company, are—

F 7, G 7½.

Also any other tumbler of similar size and conformation.

Class F. License fee for Class F to be 11 cents per hundred articles made fit for sale or sold.

Articles in Class F designated by trade numbers of The Federal Glass Company, are—

12 Olive, 12 Ohio, F 11, P 11 and G 11.

Also any other tumbler of similar size and conformation.

[fol. 18061] Class G. License fee for Class G to be 14 cents per hundred articles made fit for sale or sold.

Articles in Class G designated by trade numbers of The Federal Glass Company are—

14 Ohio, 14 Olive, 16 Olive.

Also any other tumbler of similar size and conformation.

Class H. License fee for Class H to be 16 cents per hundred articles made fit for sale or sold.

Articles in Class H designated by trade numbers of The Federal Glass Company are—

18 Olive

Also any other tumbler of similar size and conformation.

Class I. Round Bottom Family Jellies, as follows:

Any glasses holding up to and including six (6) fluid ounces, such as Federal Glass Company's Numbers 5, 6, 12, etc.—Three and one-half (3½) cents per hundred.

Any glasses holding over Six (6) ounces and up to and including Nine (9) fluid ounces, such as Federal Glass Company's Numbers 1, 2 ,3, 4, etc.—Four (4) cents per hundred.

Payments shall be made for all good articles after first selection back of the lehr.

Provided, however, that upon all production of block mold ware under this Agreement by Capstan Glass Company within any calendar year (and prior to the expiration of all [fol. 18062] patents on Tucker & Reeves inventions acquired by Licensor) in excess of 75,000,000 articles, the rates of royalty payable upon such block mold ware specified above in this Schedule D. shall be increased by one (1) cent per hundred articles.

Section 2. The royalties on any permitted ware specified in "Exclusive Field", paragraph (B) of Schedule C which ware does not come within the classes named in Section 1 under this heading—, "Royalty Rates" or is not of similar

size and conformation to such classes respectively, will be agreed upon later.

Section 3. That royalty rates upon all permitted ware specified under the heading "Exclusive Field", Paragraph C, and under the heading "Non-Exclusive Field" both in Schedule C above, produced hereunder, shall be as set [fols. 18063-18065] forth below under this heading.

	Per Gross
2 oz. weight and under	10 cents
Over 2 oz. weight and not exceeding 4 oz. weight	11 cents
Over 4 oz. weight and not exceeding 8 oz. weight	12 cents
Over 8 oz. weight and not exceeding 12 oz. weight	13 cents
Over 12 oz. weight and not exceeding 13 oz. weight	14 cents
Over 13 oz. weight and not exceeding 16 oz. weight	15 cents
Over 16 oz. weight and not exceeding 20 oz. weight	16 cents
Over 20 oz. weight and not exceeding 26 oz. weight	18 cents
Over 26 oz. weight and not exceeding 30 oz. weight	21 cents
Over 30 oz. weight and not exceeding 100 oz. weight	one-twelfth (1/12) of a cent per pound.

The weights above specified are the weights of the finished articles.

* * * * * * *

[fol. 18066] GOVERNMENT EXHIBIT No. 878

Agreement made this fifteenth day of January, 1935, between Owens-Illinois Glass Company, a corporation of Ohio, having its principal offices at Toledo, Ohio, hereinafter called "Owens-Illinois", of the first part, and Leonard Soubier, of Toledo, Ohio, of the second part,

Witnesseth:

1. For the consideration hereinafter specified, the said Leonard Soubier undertakes and agrees with Owens-Illinois that he will for the period of five (5) years, beginning on the first day of January, 1935, serve said Owens-Illinois Glass Company as an engineer, inventor and designer in inventing and designing methods and machinery for or pertaining to the manufacture of glass and of articles made in whole or in part of glass.

2. The said Leonard Soubier will during said period faithfully devote his entire time and best abilities to the above specified work as may be by Owens-Illinois required of him, and will perform his work under its directions. All new inventions, improvements, methods, processes and devices for or relating to or usable in or about the manufacture of glass or articles made wholly or partly of glass, which have been or shall be made, discovered, designed, devised or developed in whole or in part by said Soubier while in the employ of said Owens-Illinois Glass Company, or during the period of one (1) year thereafter, shall belong to and be the sole and exclusive property of Owens-Illinois, its successors and assigns, and said Soubier will at any and all times upon the request and at the expense of Owens-Illinois, its successors or assigns, make and deliver to it, its successors or assigns, or to such person or persons as it may from time to time direct, all applications, assignments and [fol. 18067] all other papers which shall in the opinion of Owens-Illinois, its successors or assigns, or of its or their Counsel, be necessary or proper for obtaining Letters Patent of the United States and of any foreign countries therefor, desired by Owens-Illinois, its successors or assigns, and this instrument shall be deemed an assignment of such Letters Patent and of the inventions or improvements therein described to Owens-Illinois, its successors and assigns. Said Soubier will from time to time, upon request aforesaid execute and deliver to Owens-Illinois, its successors or assigns, all such applications, assignments and all other papers as may be by them or their Counsel deemed necessary or proper for effecting or more conveniently evidencing the transfer of the legal title thereto and of the entire interest therein to Owens-Illinois, its successors and assigns.

3. In consideration of the undertakings and agreements aforesaid by said Soubier and of the faithful performance thereof by him to the satisfaction of Owens-Illinois, the said Owens-Illinois Glass Company agrees to employ said Soubier in the capacity aforesaid for and during the period of five (5) years from the first day of January, 1935, and to pay him during said period a monthly salary of Six Hundred Twenty-Five Dollars ($625.00), payable at the end of each month, provided always that he will perform his duties to the satisfaction of Owens-Illinois.

In Witness Whereof Owens-Illinois has caused its corporate name to be hereunto signed and the said Leonard Soubier has hereunto set his hand on the day and year first above written.

Owens-Illinois Glass Company, by (signed) C. B. Belknap, Vice President. (Signed) Leonard D. Soubier.

Attest: (Signed) E. F. Martin, Asst. Secretary.
Witness: (Signed) E. M. Flahiff.

[fol. 18068-18074] Note: Government exhibit 909 is included in exhibit O-5208.

[fol. 18075] GOVERNMENT EXHIBIT No. 932

Agreement

This agreement made and executed in duplicate this eleventh day of August by and between Hartford-Empire Company, a corporation, having its principal place of business located at Hartford, Connecticut, and William P. Clarke, of Toledo, Ohio, witnesseth:

That for and in consideration of a retainer for five (5) years paid said Clarke by said Hartford-Empire Company, the receipt whereof is hereby acknowledged, said Clarke agrees at such reasonable times during the period from the date of this agreement and August 11, 1937 to render his services to said Hartford-Empire Company, as said Hartford-Empire Company, may direct in writing, as an expert in connection with glass manufacturing labor-saving devices and glass manufacturing costs.

And Hartford-Empire Company agrees to pay to said Clarke the sum of Twenty-five Dollars ($25.00) a day for such days as Clark shall, at the written direction of said Hartford-Empire Company, spend in compiling data, making investigations and/or reports, and testifying regarding the same; it being understood however that the said Clarke shall not be called upon or required to render such services at times when it will interfere with any other regular employment that he may have.

Hartford-Empire Company, by Roger M. Eldred, Gen. Manager, William P. Clarke. (Seal.)

Attest: Arthur T. Safford, Jr., Secretary.

[fol. 18076] GOVERNMENT EXHIBIT No. 936

Agreement

Agreement, made this 28th day of March, 1928, between the Brockway Machine Bottle Company, of Brockway, Pa., as party of the first part, and the Kearns-Gorsuch Bottle Company of Zanesville, Ohio, and Hazel-Atlas Glass Company of Wheeling, West Virginia, Parties of the second part.

Whereas, the Hartford-Empire Company has brought suit against the Kearns-Gorsuch Bottle Company, and against other companies, on various patents relating to glass feeders, which suits are now pending, and has threatened to sue others upon its patents, and,

Whereas, certain witnesses from the Brockway Machine Bottle Company have testified in behalf of the Kearns-Gorsuch Bottle Company in the Hartford-Empire suit against the Kearns-Gorsuch Bottle Company now pending in the United States District Court in Columbus, Ohio, Equity No. 443, and since that time the Hartford-Empire Company has had investigators in Brockway, Pa., in the endeavor to find out what the Brockway Machine Bottle Company is now doing; and

Whereas, the Hartford-Empire Company may endeavor to settle or compromise the present suit against the Kearns-Gorsuch Bottle Company before the court have finally decided as to whether the patents are invalid, and

Whereas, the Brockway Machine Bottle Company might then be sued by the Hartford-Empire Company upon some or all of the patents in suit against the Kearns-Gorsuch Bottle Company, with great expense to the Brockway Machine Bottle Company.

Now therefore, the parties agree as follow:

[fol. 18077] That the Kearns-Gorsuch Bottle Company and the Hazel-Atlas Glass Company, and neither of them, will allow the Hartford-Empire Company to avoid a final decision of the suit of Hartford-Empire Company against the Kearns-Gorsuch Bottle Company by compromise settlement, compromise report, compromise verdict, or compromise judgment, or any other disposition, unless the Brockway Machine Bottle Company, receives from the Hartford-Empire Company the same or as favorable terms as the Hartford-Empire Company may make with the Kearns-Gorsuch Bottle Company, or the Hazel-Atlas Glass Company, or both of them, provided that the terms made with the

Brockway Machine Bottle Company shall be on the basis of no more furnaces than the Brockway Machine Bottle Company may operate upon the following acreage, namely, the land bounded by the Pennsylvania Railroad Company's lands and the Pennsylvania State Highway by Pine Street and by the Buffalo, Rochester and Pittsburgh Railway Company's lands in Brockway, Pa., the same being about seven and one-half (7½) acres.

The consideration herein is ten (10.00) dollars paid to the other parties by the Brockway Machine Bottle Company, receipt of which is hereby acknowledged by the parties of the second part.

Brockway Machine Bottle Company, P. J. Spindler, President. The Kearns-Gorsuch Bottle Company, Ralph Gorsuch, President. Hazel-Atlas Glass Company, J. H. McNash, President.

Witnessed today, March 28, 1928, W. R. Bennett, March 28, 1928.

[fol. 18078] GOVERNMENT EXHIBIT No. 963

Option

In consideration of the sum of One ($1.00) Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged the undersigned hereby gives and grants unto Williams-Hatch & Company, Inc., its successors and assigns, the right, and option to purchase as a going concern, the glass machinery manufacturing business conducted by the undersigned as an individual, at 705 Ann Street, in the City of Columbus, Ohio, under the firm name and style of Miller Machine & Mold Works, including all the real estate, machinery, fixtures, materials both finished and unfinished, and supplies used in connection with said business, as well as the good will, trade rights, trade names, trade-marks, patents, formulae, recipes, inventions, patents, applications for patents, and all other property of every kind and character incident to or connected with the operation of said business except any moneys on hand and in bank and also except any accounts, notes and bills receivable, which said moneys, accounts, notes and bills receivable are to be and remain the property of the undersigned.

The real estate above mentioned is more particularly described as follows, to-wit:

Situated in the County of Franklin, State of Ohio, and in the City of Columbus, and being bounded and described as follows, to-wit:

Being Lots Numbers One Hundred Fifty-four (154), One hundred fifty-five (155), One hundred fifty-six (156) and One Hundred Fifty-seven (157) in Swayne's Addition to said City as numbered and delineated upon the recorded plat thereof, of record in Plat Book 2, page 45, Recorder's Office Franklin County, Ohio.

The inventions, patents, and applications for patents, are more particularly described as follows:

Patents

1. Patent No. 1,497,929, covering a feeder.

2. Patent No. 1,537,857, covering a parison mold.

3. Patent No. 1,529,661, covering a press and blow machine.

4. Patent No. 1,607,292, covering a tumbler edge grinding machine.

Patents Pending

1. Tandem Pressing Cylinder, which is two cylinders, one above the other, connected with a piston rod, arranged so that either one or the other cylinder can be used, or the combination of both can be used for pressing and one cylinder can be used for the return of the stroke, thereby saving considerable compressed air.

[fol. 18079] 2. Rotating Booster Cylinder, which starts the rotation of machine very suddenly and decreases as it nears the end of the cycle, thereby saving air and creating speed.

3. Safety for Motor Driven Machines, which is a safety device that will automatically stop the machine when the machine happens to stick from any cause thus avoiding breakage and trouble.

4. Bottle Takeout, entirely mechanical, which lifts the bottle vertically, places it on a paddle and moves out of the

mold, rotating 90 degrees in its movement and sliding it off onto a conveyor.

5. Transfer device which is used for transferring parison from the blank mold to blow mold without swinging it in any way other than vertically.

6. Geneva Wheel Drive Crank, for implying intermittent motion to a certain object, using, instead of a roller, a square block pivoted on the geneva arm, giving more wearing surface to the slots in the geneva wheel; the block having more surface than a roller which provides more wearing surface and steadier movement.

7. A Machine for the manufacture of Goblets or any Footed Ware, which is automatic in every detail.

All of said property to be sold shall at the time thereof be free and clear of any and all liens and encumbrances whatsoever including taxes and assessments. The consideration for said sale shall be the sum of Four Hundred Twenty-seven Thousand Five Hundred ($427,500.00) Dollars cash.

This option shall expire at twelve o'clock noon on the 15th day of May, 1933, unless the said Williams-Hatch & Co., Inc. its successors and assigns, shall on or before said time give notice in writing of his or their acceptance thereof, in which case said sale shall be completed, said purchase money paid, and said property delivered within thirty days from and after the date of such acceptance. The undersigned hereby agrees upon receipt of notice of the exercise of this option to furnish a full and complete abstract of title covering all of said real estate showing a good and merchantable fee simple title thereto in the undersigned from the Government down to the date of the consummation of said sale.

This option may be assigned by the said Williams-Hatch & Co. Inc. or by its successors or assigns. In case of such assignment before acceptance, the said Williams-Hatch & Co. Inc. or its successors or assigns shall be free from any liability hereunder just the same as if said assignee had originally been named herein.

[fol. 18080] In the event the said Williams-Hatch & Company, Inc., or its said successors or assigns shall purchase said property, the undersigned hereby agrees to sell, assign and convey by proper instruments of sale, assignment and conveyance all of the said property to the purchaser thereof

for the sum of Four Hundred Twenty-Seven Thousand Five Hundred Dollars ($427,500.00).

Dated at Columbus, Ohio, this 14th day of April, 1933.

Edward Miller.

Extension of Option

In consideration of One ($1.00) Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged I hereby extend the foregoing option to twelve o'clock noon on the 1st day of July, 1933, said extension, however, to be subject to all the terms and conditions set forth in said foregoing option with the exception of the date of expiration set forth therein.

Dated at Columbus, Ohio, this 4th day of May, 1933.

Edward Miller.

Williams Hatch & Co. Inc.

I hereby acknowledge receipt of notice in writing of your acceptance of the foregoing option.

Dated at Columbus, Ohio, this 26th day of June, 1933.

Edward Miller.

I, Edward Miller, hereby acknowledge receipt of Five Thousand Dollars ($5,000.00) this day paid to me by Williams-Hatch & Co., Inc., as earnest money under the foregoing option.

In the event the said Williams-Hatch & Co., Inc., or its successors and assigns should consummate the purchase of said plant upon the terms and conditions set forth in the foregoing option, said sum of $5,000.00 is to be applied on the purchase price of said plant. If for any reason the said Williams-Hatch & Co. Inc., or its successors and assigns should fail to consummate the purchase of said plant upon the terms and conditions set forth in the foregoing option, then it is mutually agreed that the said sum of $5,000.00 shall be retained by the said Edward Miller and shall be regarded as liquidated damages for the failure on the part of Williams-Hatch & Co., Inc. or its successors and assigns to consummate said purchase.

Dated at Columbus, Ohio, this 26th day of June, 1933.

Edward Miller, Williams Hatch & Company, Inc., by O. H. Williams, Pres., by H. L. Thomas, Asst. Secy.

For value received, we hereby sell and assign all our right, title and interest in and to the foregoing option to Harry E. Collin.

Dated at Columbus, Ohio, this 26th day of June, 1933.

William Hatch & Coompany, Inc., by O. H. Williams, Pres., H. L. Thomas, Asst. Secy.

[fol. 18081] Received of Harry E. Collin, $5,000.00 (Five Thousand Dollars) as additional payment on the purchase price of the Miller Machine and Mold Works.

In consideration of this additional payment an extension of 30 days is hereby granted to the 26th day of August, 1933, for the consummation of the purchase of said plant under and by virtue of the terms of a certain option by and between Edward Miller and Williams-Hatch & Company, Inc., said option bearing the date of April 14, 1933 and assigned by said Williams-Hatch & Company, Inc., to Harry E. Collin on the 26th day of June, 1933.

If for any reason the said Harry E. Collin or his assigns shall fail to consummate the purchase of said plant upon the terms and conditions set forth in the foregoing option on or before said 26th day of August, 1933, then it is mutually agreed that the said sum of $5,000.00 shall be retained by the said Edward Miller and shall be regarded as additional liquidated damages for the failure on the part of said Harry E. Collin or his assigns to consummate said purchase.

Edward Miller.

Dated at Columbus, Ohio, this 21st day of July, 1933.

[fols. 18082-18116] Note: Exhibit 970 is similar to Exhibit 1638.

* * * * * * *

[fol. 18117] Copy

GOVERNMENT EXHIBIT 985

Agreement

This Agreement made this 10th day of August, 1931, between Peter Kucera, of the City of Rochester, State of New York, hereinafter called the "Patentee," and the Knox

O'Neil Company, a corporation, of Knox, Pennsylvania, hereinafter called the "Licensee," and

Whereas, Peter Kucera has applied for letters patent in the Countries of Germany and France, and will apply for letters patent in the United States of America for improvements in an Air Displacement Automatic Glass Feeder, and

Whereas, the patentee has agreed with the said party of the second part, to grand a license to use the said invention in the United States of America to the extent and subject to the restructions hereinafter expressed.

Now This Agreement Witnesseth:

First: That the rights and privileges herein granted to the Knox O'Neil Company, shall extend to and include the following firms: Knox Glass Bottle Company, Knox Pennsylvania; Pennsylvania Bottle Company, Sheffield, Pennsylvania; Marienville Glass Company, Marienville, Pennsylvania; Oil City Glass Bottle Company, Oil City, Pennsylvania; and Wightman Bottle & Glass Manufacturing Company, Parkers Landing, Pennsylvania.

Second: That in pursuance of said agreement and in consideration of the sums hereinafter set forth and of the rent or royalties hereinafter reserved, the patentee doth hereby grant unto the licensee, the right to use said invention during the term and duration of said patent according to the terms and conditions hereinafter more fully set forth.

[fol. 18118] Third: The licensee agrees to pay 50% of all the costs and expenses with and incidental to only the construction of the Air Displacement Automatic Glass Feeder, and in any event the said 50% shall not exceed the sum of $1,000.00. The party of the second part further agrees to furnish all the labor and material necessary for the carrying out of all experiments in connection with the Air Displacement Automatic Glass Feeder that will be carried on in the plant of the party of the second part, provided the said Knox O'Neil Company desire to carry on said experiment. The remaining 50% of the cost of construction of said Air Displacement Automatic Glass Feeder which in any event is not to exceed the sum of $1,000.00, will be paid by the McKee Glass Company. It is understood and agreed that the first Air Displacement Automatic Glass Feeder constructed under this agreement, shall be placed in either the Knox O'Neil Company or the McKee Glass Company

at the option of the patentee. If the McKee Glass Company, however, after the construction of the said Air Displacement Automatic Glass Feeder, carry on the on the experimenting and developing of the Air Displacement Automatic Glass Feeder, the said experimenting and developing carried on in the plant of the McKee Glass Company shall be done at the sole cost and expense of the McKee Glass Company, as is more fully set forth in an agreement between the patentee and the McKee Glass Company, a true and correct copy of said agreement being hereto attached, made part hereof and marked Exhibit "A". If the first Air Displacement Automatic Glass Feeder is successful as herein provided, the second Air Displacement Automatic Glass Feeder which is to be constructed under the same terms and conditions as the first Air Displacement Automatic Glass Feeder, shall be installed in the factory which did not get the first Air Displacement Automatic Glass Feeder.

Fourth: The licensee further agrees to conduct the necessary experiments for the developing and perfecting of the said Air Displacement Automatic Glass Feeder for a period of not less than four months and a period exceeding four [fol. 18119] months, as the licensee shall desire. The said period of four months shall not commence to run until after the complete mounting of the feeders and proper necessary equipment, labor and power suitable for carrying out said experiments shall have been furnished by the party of the second part. It is further agreed and understood that after continuous successful operation in the opinion of the parties hereto of said Feeder for a period of one hundred twenty hours except stops caused by power, defective materials or some other cause not connected with or associated with said Feeder, shall be deemed to be a proper and thorough test of said Air Displacement Automatic Glass Feeder, and shall be deemed to be commercially sound.

Fifth: The expiration period of the one hundred twenty hours as herein provided, shall constitute the period when options under this agreement shall commence to run or as otherwise herein provided.

Sixth: The patentee does hereby grant to the Knox O'Neil Company and their associates, as hereinabove set forth, the non-exclusive right and privilege to use the Air

Displacement Automatic Glass Feeder in the manufacture of glass except Oven Bake glass, as is reserved in the contract of the McKee Glass Company hereinafter attached.

Seventh: The Knox O'Neil Company hereby agrees to pay to the patentee in advance, the sum of $500.00 for each and every Feeder used in the manufacture of glass. The Knox O'Neil Company, the licensee, further agrees to advance to te patentee, the sum of $150.00 commencing the 10th day of August, 1931, and a like sum on the 10th day of each and every month thereafter during the experimentation, development and construction of the said Air Displacement Automatic Glass Feeder. The Knox O'Neil Company, however, to receive a credit from Peter Kucera, the patentee, for the sums so advanced to him to apply against the licensing of the said Air Displacement Automatic Glass Feeder.

[fol. 18120] Eighth: It is further agreed and understood that if the licensee shall not desire to continue the experimentation or operation, or if the patent is not workable or feasible, then Peter Kucera, the patentee, is not to return any sum or sums of money advanced to him by the said licensee.

Ninth: The patentee doth hereby grant unto the Knox O'Neil Company, the licensee, the exclusive right to sell and manufacture the said Air Displacement Automatic Glass Feeder upon the following terms and conditions:

(a) The exclusive right to manufacture and sell herein given or granted, shall be exclusive of the rights granted to the McKee Glass Company, as is provided in the agreement herein attached.

(b) The Knox O'Neil Company is hereby given a period of four months to exercise their option, the four-month period to commence to run after the said Air Displacement Automatic Glass Feeder has been determined to be commercially sound by the parties to this agreement and after the patentee files his claim or letters patent with the Patent Office of the United States Government and sends to the Knox O'Neil Company by registered mail, a copy of his said claim or claims.

(c) If the said Knox O'Neil Company exercise their option, they are to pay to Peter Kucera the sum of $3,000.00 within the four month period as herein provided and the

further sum of $500.00 for each and every Feeder used or sold by the Knox O'Neil Company.

(d) The Knox O'Neil Company further agrees to sell a minimum of twelve Air Displacement Automatic Glass Feeders per year for the duration of this patent, and the [fol. 18121] Knox O'Neil Company agrees to pay to Peter Kucera the sum of $500.00 for each and every Feeder so used or sold or $500.00 per month, totaling $6,000.00 per year if no Feeders are used or sold, for the duration of the patent, except as hereinafter provided. The sum or sums payable as royalty herein reserved under this paragraph of this agreement, shall be payable on the first day of January, April, July, and October.

(e) If, however, the Knox O'Neil Company do not sell or use their quota of Air Displacement Automatic Glass Feeders per month but fulfill their quota for the current year, the said Knox O'Neil Company shall only pay to Peter Kucera their yearly quota or $6,000.00. If, however, the Knox O'Neil Company sell more than their yearly quota, they are to pay to Peter Kucera according to the terms and conditions of this paragraph.

(f) It is distinctly understood and agreed to by and between Peter Kucera, the patentee, and the Knox-O'Neill Company, the seller under this paragraph, that in the event the said seller fails to sell or pay to said patentee during any consecutive three months period beginning one year from date of said sales grant five hundred ($500.00) dollars per month as provided elsewhere in this sales grant that said grant made by patentee to seller under this paragraph shall become null and void and of no effect, said seller forfeiting their right under said grant and all liability thereunder shall cease forthwith.

Witness: (Signed) L. D. Richardson. Peter Kucera. Knox O'Neill Company, R. R. Underwood, President. [Endorsed on rider paragraph (f).]

(g) If, however, the Knox O'Neil Company do not exercise the exclusive rights and privileges granted to them under this paragraph within the period as herein provided, then the terms of this paragraph shall be of no force and effect and the other provisions of this agreement shall be considered as though this paragraph did not exist.

Tenth: The licensee shall affix upon every Air Displacement Automatic Glass Feeder used by it under this license, a label or application of letters patent, and the patentee's name, and the licensee shall not sell any Air Displacement Automatic Glass Feeder so used by it without the written consent and permission of the said patentee or as otherwise herein provided.

Eleventh: The licensee shall not either directly or indirectly, use the said invention otherwise than in accordance with this license, or as otherwise herein provided. The [fol. 18122] patentee shall, when required, give to the licensee, such assistance respecting the mode of using the invention, and all processes connected therewith, as may be necessary to enable it to use the invention to the best advantage.

Twelfth: If, at any time hereafter during the continuance of this license, the patentee shall make any further improvement in said invention or the mode of using the same or shall become the owner of any such improvement, then and in every such case he shall communicate such improvement to the licensee and give it full information respecting the mode of using the same, and the licensee shall be entitled to use the same on the Automatic Glass Feeders covered by this license without paying any further royalty in respect thereof.

Thirteenth: If, at any time hereafter, during the continuance of this license, the licensee shall make any further improvement in said invention or the mode in using the same or shall become the owner of any such improvement, then and in every such case the licensee shall communicate such improvement to the patentee and give him full information respecting the mode of using the same, and all said improvements shall enure exclusively to the benefit of the said patentee.

Fourteenth: In case the said letters patent shall be infringed, in such case the patentee agrees to defend said infringement suit to a sum not to exceed 20% or $100.00 for each and every Air Displacement Automatic Glass Feeder for which he has received his royalties, and the licensee herein shall have the option if it so desires, to defend any such action as it may apply to the number of the Glass

Feeders sold or used, to the extent they so desire. In case the said letters patent infringe, then in such case the patentee agrees to defend said infringement suit to a sum not to exceed 20% or $100.00 for each and every Air Displacement Automatic Glass Feeder for which he has received his royalties, and the licensee herein shall bear the balance of expense of any and all such actions to the extent of Feeders used or sold by the licensee in the event they so desire.

Fifteenth: The licensee shall not at any time, dispute the validity of said patent nor will the said licensee give any information to any person, persons or firm concerning said [fol. 18123] patent.

Sixteenth: The licensee shall not assign this license or any part thereof or grant any sub-license to any person, persons or firm without the consent in writing of the patentee or as otherwise provided.

Seventeenth: If the licensee shall discontinue the manufacture of glass or shall discontinue using said Air Displacement Automatic Glass Feeders, the patentee shall be at liberty by notice in writing, to terminate this license, in which case the same shall cease and become void without prejudice to any right or action or remedy of the patentee, for the recovery of any monies due him hereunder or as otherwise herein provided.

Eighteenth: This agreement is entered into under and by virtue of a resolution of the Board of Directors of the licensee, the Knox O'Neil Company, duly passed at a regular meeting thereof held on the 10th day of August, A. D. 1931, a full quorum being present authorizing and directing the same to be made and done.

In Witness Whereof, the said patentee, Peter Kucera, has set his hand and seal, and the said Knox O'Neil Company, licensee, has caused its common and corporate seal to be affixed to these presents by the hand of its president and the same to be duly attested by its secretary, the day and year first above written.

(Signed) Peter Kucera (Seal.) Knox O'Neil Company, by (Signed) R. R. Underwood, President.

Witness: (Signed) L. D. Richardson.

Attest: (Signed) C. R. Underwood, Secretary.

[fol. 18124] GOVERNMENT EXHIBIT No. 986

Agreement

This Agreement made this 11 day of August, 1931, between Peter Kucera, of the City of Rochester, State of New York, hereinafter called the "Patentee," and the McKee Glass Company, a corporation, of Jeannette, Pennsylvania, hereinafter called the "Licensee," and

Whereas, Peter Kucera has applied for letters patent in the Countries of Germany and France, and will apply for letters patent in the United States of America for improvements in Air Displacement Automatic Glass Feeders, and

Whereas, the patentee has agreed with the said party of the second part to grant a license to use the said invention to the extent and subject to the restrictions hereinafter expressed.

Now This Agreement Witnesseth:

First:—That in pursuance of said agreement and in consideration of the sums hereinafter set forth and of the rent or royalties hereinafter reserved, the patentee doth hereby grant unto the licensee, the right to use said invention during the term and duration of said patent, according to the terms and conditions hereinafter more fully set forth.

Second:—The licensee agrees to pay unto the patentee, the sum of $3,000.00 for the exclusive right to use the Air Displacement Automatic Glass Feeders in the manufacture of "Heat Resisting" glass. The licensee agrees to pay the said sum of $3,000.00 for the exclusive right to use the Air Displacement Automatic Glass Feeders in the manufacture of Heat Resisting glass within 90 days after the completion and successful operation of the Air Displacement Automatic Glass Feeders. It is further understood and agreed that if the said licensee does not exercise their said option, as provided for in this agreement, then they shall lose and forfeit all sum or sums of money paid or advanced under the terms of this agreement.

Third:—It is further agreed and understood that the patentee shall have and does have the right to sell, grant or license the Air Displacement Automatic Glass Feeders to any person, persons or firm as he shall so desire, with the exception of the Air Displacement Automatic Glass Feeders

[fol. 18125] to be used in the manufacture of Heat Resisting glass.

Fourth:—It is hereby agreed and understood that the said sum of $3,000.00 shall be over and above any sum or sums required for the experimentation, development, construction, manufacture or installation of said Air Displacement Automatic Glass Feeders.

Fourth:—The McKee Glass Company, the licensee, further agrees to advance to the patentee, Peter Kucera, the sum of $150.00 commencing with the 11 day of August, 1931, and a like sum on the 11 day of each and every month thereafter during the experimentation, development and construction of said Air Displacement Automatic Glass Feeders. The McKee Glass Company, however, to receive a credit from Peter Kucera for the sum or sums so advanced to him to apply against the $3,000.00 hereinabove mentioned.

Fifth:—It is further understood and agreed that if the licensee shall not desire or if the patent is not workable or feasible, then Peter Kucera, the patentee, is not to return any sum or sums of money advanced to him by the said licensee.

Sixth:—The licensee agrees to pay 50% of all the costs and expenses with and incidental to only the construction of the Air Displacement Automatic Glass Feeders, and in any event the said 50% shall not exceed the sum of $1,000.00. That is, that the total cost of construction of the said Air Displacement Automatic Glass Feeders is not to exceed the sum of $2,000.00. The party of the second part further agrees to furnish all the labor and material necessary for the carrying out of all experiments in connection with the Air Displacement Automatic Glass Feeders that will be carried on in the plant of the party of the second part, provided the said McKee Glass Company desires to carry on said experiments in their plant. The remaining 50% of the cost of construction of the said Air Displacement Automatic Glass Feeders which in any event is not to exceed the sum of $1,000.00, will be paid by the Knox O'Neil Company. It is understood and agreed that the first Air Displacement Automatic Glass Feeder constructed under this agreement, shall be placed in either the Knox O'Neil Company or the

McKee Glass Company at the option of the patentee. If the Knox O'Neil Company, however, after the construction [fol. 18126] of the said Air Displacement Automatic Glass Feeder carry on the experimenting and developing of the Air Displacement Automatic Glass Feeder, the said experimenting and developing carried on in the plant of the Knox O'Neil Company shall be done at the sole cost and expense of the Knox O'Neil Company, as is more fully set forth in an agreement between the patentee and the Knox O'Neil Company, a true and correct copy of said agreement being hereto attached, made part hereof and marked Exhibit "A". If the first Air Displacement Automatic Glass Feeder is successful, as herein provided, the second Air Displacement Automatic Glass Feeder which is to be constructed under the same terms and conditions as the first Air Displacement Automatic Glass Feeder shall be installed in the factory which did not get the first Air Displacement Automatic Glass Feeder.

Seventh:—The licensee further agrees to conduct the necessary experiments for the development and perfecting of the said Air Displacement Automatic Glass Feeders for a period of not less than four months and a period exceeding four months, as the licensee shall desire. The said period of four months shall not commence to run until after the complete mounting of the Feeders and proper necessary equipment, labor and power suitable for carrying out said experiments shall have been furnished by the party of the second part. It is further agreed and understood that after continuous successful operation in the opinion of the parties hereto of said Feeder for a period of one hundred twenty hours, except stops caused by power, defective materials or some other cause not connected with or associated with said Feeder, shall be deemed to be a proper and thorough test of said Air Displacement Automatic Glass Feeder, and shall be deemed to be commercially sound.

Eighth:—The expiration period of the one hundred twenty hours as herein provided, shall constitute the period when options under this period shall commence to run.

Ninth:—The licensee shall not either directly or indirectly, use the said invention otherwise than in accordance with this license. The patentee shall when required, give to [fol. 18127] the licensee such assistance respecting the mode

of using the invention and all processes connected therewith, as may be necessary to enable it to use the invention to the best advantage.

Tenth:—If, at any time hereafter during the continuance of this license, the patentee shall make any further improvement in said invention or the mode of using the same or shall become the owner of any such improvement, then and in every such case he shall communicate such improvement to the licensee and give it full information respecting the mode of using the same, and the licensee shall be entitled to use the same on the Air Displacement Automatic Glass Feeders covered by this license without paying any further royalty in respect thereof.

Eleventh:—If, at any time hereafter, during the continuance of this license, the licensee shall make any further improvement in said invention or the mode in using the same or shall become the owner of any such improvement, then and in every such case the licensee shall communicate such improvement to the patentee and give him full information respecting the mode of using the same, and all said improvements shall enure exclusively to the benefit of the said patentee.

Twelfth:—The licensee shall not at any time, dispute the validity of said patent nor will the said licensee give any information to any person, persons or firm concerning said patent.

Thirteenth:—The licensee shall not assign this license or any part thereof or grant any sub-license to any person, persons or firm without the consent in writing of the patentee.

Fourteenth:—If the licensee shall discontinue the manufacture of a glass or shall discontinue using said Air Displacement Automatic Glass Feeders, the patentee shall be at liberty by notice in writing, to determine this license, in which case the same shall cease and become void without prejudice to any right of action or remedy of the patentee, for the recovery of any monies due him hereunder.

[fol. 18128] This agreement is entered into under and by virtue of a resolution of the Board of Directors of the licensee, the McKee Glass Company, duly passed at a regu-

lar meeting thereof held on the day of A. D. 1931, a full quorum being present authorizing and directing the same to be made and done.

In Witness Whereof, the said patentee, Peter Kucera, has set his hand and seal, and the said McKee Glass Company, licensee, has caused its common and corporate seal to be affixed to these presents by the hand of its president and the same to be duly attested by its secretary, the day and year first above written.

(Sgd.) Peter Kucera (Seal.) Witness: (Sgd.) A. K. Wood. McKee Glass Company, by (Sgd.) M. A. Smith, President. Attest: (Sgd.) Geo. D. Sailer, Secretary.

In the event that the McKee Glass Co. do not wish to take the exclusive use of the above feeders for heat resisting glass any additional feeders will cost them $500.00 each as quoted by patentee. The feeders purchased by McKee Glass Co. to be used for manufacture of any kind of glass.

(Sgd.) Peter Kucera, A. K. Wood, M. A. Smith.

[fol. 18129] GOVERNMENT EXHIBIT No. 987

Knox-O'Neill Company

Glass Working Machinery

Knox, Pa.

Works, Toledo, O.

April 26th. 1932.

Mr. Peter Kucera, 4144 St. Paul Blvd. Rochester, N. Y.

Dear Sir:

In accordance with our agreement with you bearing date of August 10, 1931, among other matters it granted an option to this company covering the exclusive sales right and manufacturing of the air displacement glass feeder, set forth more fully in said agreement.

In our letter to you of February 10th, 1932, we agreed with you as regards the commercial utility of this feeder. We have now elected to exercise our right to take up the option granted.

The agreement further set forth that we were to remit to you any balance due up to $3000.00 at the time we exercised our option. Upon referring to our records we find that your account has been credited with the $3000.00 set forth in said option, together with an amount equal to $500.00 covering the first feeder installed in the plant of the Pennsylvania Bottle Company for our account, resulting in a total credit to your account amounting to $3500.00. We have remitted to you from time to time since date of said agreement $2,586.14, resulting in a balance still due you amounting to $913.86.

We hand you herewith our check for $450.00 with the understanding that we will make another remittance to you on May 1st, 1932 in an amount equal to $300.00, resulting in a balance remaining of $163.86, which is to be remitted by us on May 15, 1932.

We understand that you have delivered to us for our file a copy of thirty four claims which you have filed with the patent office covering the air displacement feeder and mechanism incident thereto. The receipt of these we hereby acknowledge.

[fol. 18130] Knox-O'Neill Company

Glass Working Machinery

Knox, Pa.

Works, Toledo, O.

Mr. Peter Kucera Page 2

It is our understanding that you will deliver to us from time to time copy of any future claims you may file on said apparatus.

We also understand that you will file with us at the earliest possible date drawings in detail covering the air displacement glass feeder and any mechanism incident thereto.

We are providing herewith space for your acceptance of the above. Please sign in space so provided, retaining a copy for your file,

Yours respectfully Knox-O'Neill Company.

RRu:es

I have this 26th day of April, 1932 accepted the conditions as set forth in the foregoing. (signed) Peter Kucera.

[fol. 18131] GOVERNMENT EXHIBIT No. 1000

License Agreement

This Agreement, made this 20th day of May, 1921, by and between Hazel-Atlas Glass Company, a corporation of West Virginia, hereinafter for convenience referred to as "Hazel Company," and The Owens Bottle Company, a corporation of Ohio, hereinafter for convenience referred to as "Owens Company":

Witnesseth: Whereas, subject only to the rights reserved to The Brookfield Glass Company, a corporation of New York, and The Brookfield Glass Company, a corporation of New Jersey, by an agreement dated the 24th day of October, 1908, between said The Brookfield Glass Company of Neew York, said The Brookfield Glass Company of New Jersey and Hazel Company, and to the rights granted by Hazel Company to said The Brookfield Glass Company of New York and said The Brookfield Glass Company of New Jersey by a certain license agreement dated the 24th day of October, 1908, copies of which agreement and license are hereto annexed, marked "Exhibit A" and "Exhibit B", respectively, Hazel Company is the owner of the entire right, title and interest in and to the following letters patent of the United States, to-wit:

Inventor	Number	Date of Issue
H. M. Brookfield	808810	January 2, 1906
H. M. Brookfield	836297	November 20, 1906
H. M. Brookfield	836298	November 20, 1906
H. M. Brookfield	883779	April 7, 1908
H. M. Brookfield	889354	June 2, 1908

and

[fol. 18132] Whereas neither said H. M. Brookfield nor any one participating in making or discovering the inventions, or any of them, described in said letters patent is, or at any time has been, an officer or employe under the control of Hazel Company, and said inventions do not constitute an improvement on the inventions covered by any of the letters patent enumerated in the license agreement between The Owens Bottle-Machine Company, The Toledo Glass Company and Hazel Company, dated the 20th day of May, 1909;

Now, Therefore, for and in consideration of the sum of one dollar ($1.00) and other valuable considerations to it in hand paid by Owens Company, the receipt whereof is hereby acknowledged, Hazel Company hereby gives and grants to Owens Company, its successors and assigns, for a term extending to the end of the terms of said several letters patent, free of royalty, the exclusive right to make, use and sell, and to grant to others the right to make, use and sell, the inventions described in the letters patent above enumerated, subject, however, to the rights reserved by and granted to The Brookfield Glass Company of New York and the Brookfield Glass Company of New Jersey in and by the agreement and the license dated the 24th day of October, 1908, above mentioned, and subject, moreover, to the right of Hazel Company itself to make and use such inventions in the manufacture of all kinds of glassware, and to grant to all corporations, a majority of whose voting capital stock it shall own, the right to make and use such inventions in the manufacture of all kinds of glassware during such time as it shall own such majority of voting capital stock.

[fol. 18133] Hazel Company also hereby grants and assigns to Owens Company its successors and assigns, the exclusive right to sue for and collect for its own use all profits and damages arising out of past and future infringements of said letters patent, or any of them, subject only to the rights of The Brookfield Glass Company of New York and The Brookfield Glass Company of New Jersey, and the successors in business of each of them, reserved to them by said agreement dated the 24th day of October, 1908.

Hazel Company, its successors and assigns, will, at the request of Owens Company, its successors or assigns, make, execute and deliver any and all additional instruments necessary or desirable for carrying into effect the rights hereby assigned and transferred, and will join, as holder of the legal title to said letters patent, with Owens Company, its successors or assigns, as party complainant in any suit or action which Owens Company, its successors or assigns, may institute, or desire to institute, for the infringement of said letters patent, or any of them, and in any suit which may be necessary for the enforcement of the rights hereby granted and conveyed, Owens Company, its successors and assigns, hereby agreeing to indemnify Hazel

Company, its successors and assigns, against all liability and expense incurred in or arising out of any such suit or action in which it or they shall so join.

Hazel Company, its successors and assigns, shall have the right to be represented by counsel, at its or their own expense, in any suit or action brought by Owens Company, its successors or assigns, for infringement of said letters patent, or any of them, and each of the parties hereto shall have the right to be represented by counsel, at its own ex-
[fol. 18134] pense, in any suit or action brought against the other, or licensees of the other, for infringement of any other letters patent because of the use by such other, or its licensees, of any of the inventions described in the letters patent above enumerated. In case any such suit or action is brought, the party hereto by or against whom it is brought shall at once give written notice thereof to the other party, with full details thereof.

In Witness Whereof, the parties hereto have caused their corporate names and seals to be hereunto attached by their respective officers, duly authorized in the premises, this day of May, 1921.

Hazel-Atlas Glass Company by J. C. Brady, President. (Seal.) Attest: J. H. McNash, Secretary.

The Owens Bottle Company by J. C. Blair, Vice-President. Attest: J. H. McNerney, Assistant Secretary. (Seal.)

[fol. 18135] GOVERNMENT EXHIBIT No. 1023

Lynch Corporation-1933

March 22, 1933.

The Container Service Corporation, New York, N. Y.

Dear Sirs:

The undersigned, Amsler-Morton Company, a Pennsylvania corporation (hereinafter referred to as "Amsler"), and Lynch Corporation, an Indiana corporation (hereinafter referred to as "Lynch"), separately own certain patents having to do with the manufacture and equipment of machinery used in the making of glass and glassware, and between them, the said companies manufacture and/or supply or can supply, approximately and substantially all the

machinery that is necessary fully to equip a modern plant for the economical manufacture of glass bottles and other glass products. Both Amsler and Lynch are desirous of increasing the scope of their businesses, and of interesting concerns not now producing bottles or containers to enter upon the production thereof and are desirous that your company shall assist them in interesting such concerns.

In consideration of the sum of one dollar and other valuable considerations, Amsler and Lynch each for itself does hereby agree:

1. For the period of this agreement and any renewal there of, the undersigned each appoint you as its sole and exclusive agent within the United States, and non-exclusive agent elsewhere, for the sale or leasing to all non-commercial enterprises (whether persons, firms or corpora-[fol. 18136] tion) of all glass making machinery and equipment made and/or supplied by Amsler and Lynch. By non-commercial enterprise is meant any glass or bottle making entity (the term entity as used in this agreement includes persons, firms, associations or partnerships) manufacturing bottles and/or containers (hereinafter called "bottles") and using such bottles or a substantial part thereof, itself for containing its own product. There shall be deemed included in the term non-commercial enterprise any arrangement whereby the controlling stock in a bottle manufacturing entity is owned by an entity (or by those who own such entity, directly or indirectly), which manufactures and vends the product contained in such bottles manufactured by such bottle making entity. It is the intent of the parties hereto in using the term non-commercial enity to use such term in distinction to so-called commercial entities manufacturing bottles sold to the trade, such bottles, or a major part thereof, not being used directly or indirectly to contain product made by the manufacturer of such bottles.

2. Amsler and Lynch, each for itself, agrees that it will deliver to you any and all letters and inquiries from prospective customers, and that you shall have the exclusive right to negotiate with such prospective customers.

[fol. 18137] 3. Amsler and Lynch, each for itself, agrees that it will fill any and all orders for machinery and/or equipment manufactured by it procured for it by or through you, and will fill such orders promptly on terms not more

burdensome in price or conditions that are granted to the most favored customers of each, provided however that the credit of each such proposed customer is satisfactory to Amsler and/or Lynch, as the case may be, supplying such machinery and/or equipment.

4. Amsler and Lynch, each for itself, agrees to pay to you a sum which shall be equal to five per cent (5%) of any sums received by it from the sale of machinery and equipment (including any complete bottle or container plant if erected by Amsler or Lynch) to other than commercial enterprises as herein defined (and five per cent (5%) of any sums received for services performed for such enterprises) when and as such sums shall be received by them or either of them; and, in addition thereto, agrees to deliver to you, as your sold property, any sums (including stock, securities or other evidence of ownership in any non-commercial enterprise) which they may receive or shall be payable to them upon the sale of such machinery or equipment over and above the price granted to the most favored customer using such machinery or equipment, the intention hereof being that in addition to five per cent (5%) upon sales you shall receive any overage of price in the form of such stock, securities or other evidences of ownership upon all transactions herein specified in which the [fol. 18138] sale price is in excess of that granted to the most favored customer of Amsler and/or Lynch. Services as herein specified in which the sale price is in excess of that granted to the most favored customer of Amsler and/or Lynch. Services as herein specified shall not be deemed to include any ordinary labor or repairs, but shall means parts, replacements and additions.

5. Amsler and Lynch, each for itself, agrees that it will at all times fill all orders for machinery and equipment manufactured or sold by it promptly and in a workmanlike manner, and will perform and render any and all services which may be necessary to complete orders for plants and/or machinery and equipment obtained by you. Amsler and Lynch, each for itself, agrees that it will not make any sale and/or merger of its corporation or business or of any part thereof without arranging that such purchaser and/or successor agrees in writing with you to supply to you those designated by you as your agents, under the terms of this agreement, the said machinery and/or equipment at pres-

ent market prices, plus any increase (or less any decrease, as the case may be) in ordinary labor costs and in the costs of material used therein.

6. In consideration of the foregoing you agree to procure the delivery to Amsler and Lynch, each, of thirty (30) shares of your full-paid no par value common stock out [fol. 18139] of the total issue (at this time) of ninety five (95) shares, and further agree that you will make reasonable endeavors to interest non-commercial concerns as herein defined in equipping plants with the machinery and equipment of Amsler and of Lynch. We likewise consent to the issuance of thirty (30) shares of stock to Hirsch, Lilienthal & Co., or their nominee.

This agreement shall be for a period beginning with the date hereof and extending through five (5) years from the date from which it shall be legal to sell beer in the United States, and shall thereafter be automatically renewed from year to year unless you, or either Amsler or Lynch, shall give notice to the other parties to this agreement, of a desire to cancel this agreement at the end of the period of five (5) years or of any year thereafter. Such notice of cancellation shall be given not less than six (6) months prior to the termination of the five (5) year period herein specified, or of any renewal year thereof, and shall be sufficient if delivered to an officer of your company or sent by registered mail to you in care of Hirsch, Lilienthal & Co. (or any successor thereof) at No. 165 Broadway, New York City (or such other address as you may specify to us at any time), or to us as follows:

Amsler at 702 Fulton Building, Pittsburgh, Penn. Lynch at Anderson, Indiana.

If the foregoing is satisfactory to you, kindly sign a carbon copy of this letter under the word "Accepted," and this letter, together with such accepted copy shall constitute the agreement between us.

Amsler-Morton Company by W. A. Morton, Lynch
[fol. 18140] Corporation, by W. C. Werbe, Pres.

Accepted: The Container Service Corporation by Howard C. Hirsch, Vice Pres. (Seal.)

[fol. 18141] GOVERNMENT EXHIBIT No. 1140

An Agreement made the eleventh of February Nineteen thirty-one between Thatcher Manufacturing Company (a New York corporation) of Elmira, New York, party of the first part, (hereinafter called the Thatcher Company); Hocking Glass Company (an Ohio corporation) of Lancaster, Ohio, party of the second part, (hereinafter called the Hocking Company), and Hartford-Empire Company (a Delaware corporation) (hereinafter called the Hartford Company) Witnesseth: that in consideration of the mutual agreements herein contained, the parties agree as follows:

1. The Thatcher Company and the Hocking Company undertake to presently form a corporation under the laws of Delaware, or such other state as may be advisable as determined by the attorneys for said parties, with a capital stock of $500,000, divided into five thousand (5,000) shares of $100 each; with broad general powers to manufacture, sell and deal in all kinds of glass containers; with a board of directors consisting of six (6) members, three (3) to be designated by the Thatcher Company and three (3) by the Hocking Company, with headquarters at Lancaster, Ohio, with rights to manufacture in Indiana and other states and with right to sell anywhere; and that the name of the new corporation shall be Thatcher-Hocking Glass Corporation, with articles of incorporation and by-laws and other corporate organization as determined by the attorneys for the Thatcher Company and the Hocking Company.

2. The Thatcher Company and the Hocking Company each hereby agree to subscribe to $250,000 par value of the stock of the Thatcher-Hocking Glass Corporation and to pay in such subscription at such times and in such amount as may be called by its board of directors.

[fol. 18142] 3. It is the purpose of such Thatcher-Hocking Glass Corporation to bid in and to acquire the plants formerly belonging to the Turner Glass Corporation at Terre Haute and Winchester, Indiana, and the Common Stock of the Monongah Glass Company, the moulds, machines, copyrights, equipment and material of such Turner Glass Corporation, or such portion of them as it may determine, to the end that the Thatcher-Hocking Glass Corporation shall as soon as may be equip such plants, either or both of them,

for operation and to carry on the business of manufacture and sale of glass containers heretofore conducted by the Turner Glass Corporation and Monongah Glass Company.

4. The Thatcher-Hocking Glass Corporation also agrees to unconditionally guarantee the interest upon the outstanding bonds of the Turner Glass Corporation for a period of five (5) years, and for such period to pay taxes and insurance on said plants, if such guarantee shall be acceptable to the said bondholders. And if its guarantee is not acceptable to the said bondholders, then the Thatcher Company and the Hocking Company each agree to guarantee half the interest on the bonds and half the taxes and insurance on such plants.

5. The Thatcher Company and the Hocking Company by their several representatives agree to forthwith enter into negotiations and to prosecute such negotiations to a conclusion if possible looking to merger or combination in some form of each of the said corporations, and at the same time to bring into said merger the Thatcher-Hocking Glass Corporation in such form and on such conditions as may be decided upon in such negotiations. And both parties agree to bring such negotiations to a conclusion as early as possible, and if possible, in any event, during the year [fol. 18143] nineteen thirty-one.

6. Any services rendered to such new corporation by either the Thatcher Company or the Hocking Company shall be compensated from the new company on such terms as its board of directors may determine.

7. The Hartford-Empire Company agrees that upon the formation of the new company above named, it will grant said company a new and direct license for the manufacture and sale of all the products covered by the former licenses to the Turner Glass Corporation, such license to be upon the same terms and conditions and to be limited to a total number of feeders equivalent to the number now licensed to said Turner and Monongah Companies. And Hartford-Empire also agrees to take such action as is necessary to transfer entirely out of Turner Company its license rights from Hartford, and to withdraw the license rights of the Monongah Company.

8. Hartford-Empire Company also agrees to execute and deliver to the Thatcher-Hocking Glass Corporation a tempo-

rary license for the year nineteen thirty-one for the making of all products now licensed to the Monongah Company, and hereby gives the Thatcher-Hocking Glass Corporation the option during the year 1931 to make such license a permanent license—original license for eight (8) years with privilege of renewal for equal periods—the said license to be on the same terms and conditions as existing license with the Monongah Glass Company and for such number of feeders as is desired by the Thatcher-Hocking Glass Corporation; the said license to be non-assignable, but in case the Hocking Company and the Thatcher Company are merged as above referred to, both the licenses last referred to shall be transferred to the corporation resulting from said merger. During said option the Thatcher-Hocking Glass Corporation shall have the right to operate under the [fols. 18144-18150] temporary license and upon the exercise of its option for permanent license shall pay the Hartford-Empire Company Sixty-five thousand ($65,000) Dollars in cash, or in such stock as may be then agreed upon by both parties.

9. The agreements herein contained shall extend to and bind the successors and assigns of the respective corporations herein named in so far as they are respective parties to such agreements.

In Witness Whereof the parties have set their hands and seals attested by the signatures of the Presidents of the respective corporations this the day near first above written.

Thatcher Manufacturing Company, by R. W. Niver, President. Witness: H. C. Mandeville, N. P. Rodgers. Hocking Glass Company, by S. J. Collins, President. Witness: Paulin Griffis, E. C. B. Good. Hartford-Empire Company, by F. Goodwin Smith, President. Witness: Herbert Knox Smith, Arthur T. Safford, Jr.

[fol. 18151] GOVERNMENT EXHIBIT No. 1209

Hartford-Empire Company, Hartford, Connecticut

July 1, 1938.

Ball Brothers Company, Muncie, Indiana.

Attention: George A. Ball, Vice President

GENTLEMEN:

Mr. F. Goodwin Smith wrote to you on May 23rd, 1938 stating how we proposed to cover the licensing and leasing of the feeders at the Three Rivers plant. This letter, with the enclosed forms, should be sufficient for this purpose. Will you be good enough to sign both copies and return one copy to us.

It is hereby agreed that Hartford Single Feeders Nos. 286, 295 and 296 shall be held, licensed, leased, used, operated and returned by Ball Brothers subject to all of the provisions of the General Feeder License Agreement dated March 25, 1933, insofar as such provisions are by such agreement made applicable to Hartford Single Feeders. No license fee shall be payable for any of said feeders.

It is further agreed that Three Rivers Feeder No. 4, located at the Three Rivers Plant, shall likewise be held, licensed, leased, used, operated and returned by Ball Brothers subject to the license and lease provisions of said General Feeder License Agreement which are hereby made applicable to said Three Rivers Feeder in substantially the same manner as such provisions are made applicable to the Hartford Single Feeder.

It is understood that Hartford now has, and shall continue to retain, complete title to the above three Hartford Single Feeders and one Three Rivers Feeder, subject only to the possession and use thereof by Ball Brothers Company during the term of the said General Feeder License Agreement.

* * * * * * *

With regard to Hartford Lehrs Nos. 197 and 198, Hartford Stackers Nos. 112 and 125 and Hartford Conveyor No. 58, we have prepared and enclose herewith duplicate copies of our standard forms of contracts relating to such machines, which provide for the licensing and leasing of these

machines to Ball Brothers with the right to sub-let to its subsidiary Ball Glass Corporation.

[fol. 18152] The Lehr contracts are numbered HL-207 and HL-208, the Stacker Contracts HLS-199 and 200, and the Conveyor Contract is numbered HC-113.

It would be appreciated if you would execute these forms of agreement in accordance with the instructions attached thereto and return them to us for completion. We will then return one copy of each of them to you for your files.

Very truly yours, Hartford-Empire Company, Arthur T. Safford, Jr., Secretary.

Muncie, Indiana, —— —, 1938.

Ball Brothers Company hereby concurs in and agrees to the foregoing.

Ball Brothers Company, —— ——, Vice President.

Copy.

[fol. 18153] Copy

GOVERNMENT EXHIBIT No. 1282

Hartford-Empire Company, Hartford, Connecticut

February 25, 1935.

Owens-Illinois Glass Company,
Toledo, Ohio.

Attention Mr. E. F. Martin.

GENTLEMEN:

This will confirm the subject matter of the discussion which I had with you and Mr. Naylor and subsequently with Mr. Belnap at Toledo on December 5th.

1. The Agreement dated January 26, 1926 between Hartford-Empire Company and Hemingray Glass Company will be renewed until January 3, 1945, and this letter shall constitute the agreement as to such renewal.

2. For the manufacture of insulators on the T. R. & B. Feeder, the rates provided for in that Agreement will continue to apply, and as new rates come up, they will be decided upon by mutual agreement.

3. It is recognized that Owens has forfeited its right to the exclusive license provided for in Section 9 of the Agreement referred to above by reason of its failure to pay the minimum, and that Hartford is therefore entitled to grant further licenses for the use of its feeders in the manufacture of insulators.

[fol. 18154] 4. It is agreed that Owens shall have the same right to terminate the said Agreement of January 26, 1926 as it now holds to terminate the General License Agreement dated July 1, 1932 in accordance with Section 12 of its terms, and Hartford shall likewise have the same rights to repossession as provided in said Agreement of January 26, 1926.

Very truly yours, Hartford-Empire Company, A. T. Safford, Jr., (Signed) Secretary.

ATS:RLB

Toledo, Ohio, February 25th, 1934.

Owens-Illinois Glass Company, successor to Hemingray Glass Company, hereby agrees to and concurs in the foregoing.

Owens-Illinois Glass Company, by E. F. Martin, Asst. Sec'y. (Signed.)

[fol. 18155] GOVERNMENT EXHIBIT No. 1284

Second Supplemental Agreement

Agreement, made and entered into as of the 24th day of August, 1933, between Owens-Illinois Glass Company, a corporation of Ohio, having its principal place of business at Toledo, Ohio, hereinafter called Owens-Illinois, and Hazel-Atlas Glass Company, a corporation of West Virginia, having its principal place of business at Wheeling, West Virginia, hereinafter called Hazel-Atlas. This agreement is supplemental to the General License Agreement and the Supplemental Agreement, each dated July 1, 1932, between the same parties.

In consideration of One Dollar ($1.00) by each of the parties to the other paid, receipt of which is hereby acknowl-

edged, and of the mutual covenants hereinafter set forth, it is agreed between the parties as follows:

1. Hazel-Atlas agrees that at the request of Hartford-Empire Company, a corporation of Delaware, hereinafter called Hartford, it will modify the second paragraph of Section 3 of the Supplemental Agreement between it and Hartford, dated July 1, 1932, as per the attached copy marked "Exhibit A":

2. Owens-Illinois agrees that whenever and so long as Hazel-Atlas is compelled to account to Hartford for Hazel-Atlas' acts with respect to the Peiler patent 1,655,391, either because of a license contract obligation to Hartford or because of a court decree against Hazel-Atlas, Owens-Illinois will also account, either to Hartford or at Owens-Illinois' option to Hazel-Atlas, for all Owens-Illinois' acts with respect to this patent, either on the same royalty basis [fol. 18156] as Hazel-Atlas pays to Hartford or on the same basis as Hazel-Atlas may account to Hartford for its acts during the time that Hazel-Atlas is compelled so to account.

3. The obligations of this agreement are for the benefit of the parties hereto only and not any other or others.

Owens-Illinois Glass Company, by Harold Boeschenstein, (Signed) V. P. Hazel-Atlas Glass Company, by J. H. McNash, President. (Signed.)

August 24th, 1933.

[fols. 18157-18159] Note: Exhibit A to exhibit 1284 is the same as exhibit 170.

* * * * * * *

[fol. 18160] Government Exhibit No. 1285

Agreement

Agreement, made as of May 1, 1933, between Owens-Illinois Glass Company, a corporation of the State of Ohio, hereinafter termed Owens-Illinois, and Hazel-Atlas Glass Company, a corporation of the State of West Virginia, hereinafter termed Hazel-Atlas.

Whereas, Owens-Illinois is considering acquisition of all the patents and inventions of the O'Neill Machine Company, an Ohio corporation, relating to suction machinery for manufacturing glassware, and

Whereas, Hazel-Atlas is desirous of acquiring a license under such patents and inventions, and would acquire a license under its General License Agreement and Supplemental Agreement with Owens-Illinois, each dated July 1, 1932, if Owens-Illinois should acquire such patents and inventions.

Now, Therefore, the parties hereto agree as follows:

1. Owens-Illinois agrees that within thirty days it will acquire all the patents and inventions of the O'Neill Machine Company, relating to suction machinery for manufacturing glass ware.

2. Hazel-Atlas agrees that it will pay One hundred thousand ($100,000) dollars to Owens-Illinois, in consideration for such acquisition and the remaining half shall be due and payable, without interest, if and when Hazel-Atlas shall use any of such patents and inventions in suction machinery [fol. 18161] for manufacturing glass ware, in substantial commercial production. "Substantial" means the use in two or more suction machines.

Binding on Successors. This Agreement shall extend to and be binding upon the successors to the entire glass manufacturing business of each party to this Agreement.

In Witness Whereof, the parties have hereunto set their hands and seals, acting therein by their respective officers duly authorized therefor.

Owens-Illinois Glass Company, by Wm. E. Levis, (Signed) President. (Seal.)

Attest: A. J. Riedmayer, (Signed) Asst. Secretary.

Hazel-Atlas Glass Company, by J. R. McNash, (Signed) President. (Seal.)

Attest: G. S. Quay, (Signed) Secretary.

[fol. 18162] GOVERNMENT EXHIBIT No. 1365

Agreement of Sale and Release between Brockway Glass Company, Inc. and Hartford-Empire Company

This Agreement entered into as of the 12th day of September, 1934, between Brockway Glass Company, Inc., a corporation of the State of New York, having its principal place of business in Brockway, Pennsylvania, (hereinafter referred to as "Brockway"), and Hartford-Empire Company, a corporation of the State of Delaware, having its principal place of business at Hartford, Connecticut, (hereinafter referred to as "Hartford"),

Witnesseth That

Whereas, Brockway had in its possession a certain glass feeding machine known as a "Kucera Feeder" and represented that it had the right to acquire three other Kucera Feeders of like construction, and

Whereas, Brockway contended that by reason of certain dealings or representations of Hartford, Brockway had the right to use such four Kucera Feeders without payment of any kind to Hartford, although the construction [fol. 18163] of said Kucera Feeders and methods performed thereby are covered by United States patents of Hartford, and

Whereas, Hartford contends that Brockway had no such rights to use Kucera Feeders as are referred to above, and the parties have a controversy as to said rights, which controversy, unless settled, would lead to litigation between the parties, and

Whereas, said parties desire to settle said controversy without litigation,

Now, Therefore, in consideration of the sum of Sixteen Thousand Dollars ($16,000.00) paid by Hartford to Brockway, receipt of which is hereby acknowledged, the parties hereby agree as follows—

Section 1—Sale of Kucera Feeder to Hartford. Brockway agrees to execute a bill of sale transferring to Hartford, its successors and assigns, all right, title and interest in and to the Kucera Feeder #6 now located at Brockway, Pennsylvania, and agrees promptly to deliver the said feeder to Hartford.

Section 2—Release of Brockway's Contention of Right to Use Kucera Feeder. Brockway hereby releases and forever abandons any claim or contention that it has any right to use, without payment of royalties to Hartford any Ku-
[fol. 18164] cera Feeder, otherwise known as "Knox-O'Neill Air Displacement Glass Feeder".

In Witness Whereof, the parties have executed this Agreement this 10th day of October, 1934, each party acting by its duly authorized officers.

Brockway Glass Company, Inc., by R. L. Warren, President.

Attest: F. M. Marshall, Secretary.

Hartford-Empire Company, by Roger M. Eldred, General Manager.

Attest: Arthur T. Safford, Jr., Secretary.

[fol. 18165] GOVERNMENT EXHIBIT No. 1489

Settlement Agreement

This agreement made this 16th day of December, 1932, between Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford"), and McLaughlin Glass Company, a corporation of California, having its principal place of business at Los Angeles, California, (hereinafter called "McLaughlin").

Witnesseth: That, Whereas, Hartford is engaged in the manufacture of glass working machinery and in the licensing of machinery and methods for the manufacture of glassware and owns certain patents in the United States relating to apparatus for and methods of feeding glass for the manufacture of glassware, including

Peiler Patent No. 1573742 dated Feb. 16, 1926,
Peiler Patent No. 1655391 dated Jan. 3, 1928,
Howard Patent No. 1797206 dated Mar. 17, 1931, and
Reeves et al., Patent No. 1864276 dated June 21, 1932.

Whereas, McLaughlin is engaged in the manufacture of glassware and prior to date hereof has used a certain glass feeder known as a "Bethel" feeder which infringes the

aforesaid Peiler, Howard, Reeves et al., and other patents of Hartford, and

Whereas, McLaughlin desires to effect a settlement of its past infringing use of Hartford patents, and

Whereas, the parties have been unable to agree upon a mutually satisfactory license,

Now, Therefore, in consideration of the premises and the covenants hereinafter set forth, the parties agree as follows:

1. McLaughlin hereby accepts as the fact that its past use of the said Bethel feeder constituted an infringement of the above recited Hartford patents.

2. McLaughlin hereby acknowledges the validity of the above recited Hartford patents and agrees not to hereafter infringe any of them.

3. McLaughlin agrees to discontinue the use of said Bethel feeder on or before January 14, 1933, and to [fol. 18166] promptly dismantle said feeder and deliver it in Los Angeles, California, to an agent of Hartford, to be designated.

4. McLaughlin agrees that it will not, in the future, and during the life of any of the aforementioned patents, use any automatic glass feeder embodying the inventions claimed in said patents without the express written license and consent of Hartford.

5. Hartford agrees to purchase the said Bethel feeder and to pay to McLaughlin the fair value thereof.

6. Hartford hereby releases McLaughlin from any and all claims and demands by Hartford in law and equity for profits and/or damages arising from infringement occurring prior to the date hereof of patents of Hartford in so far as said infringement consisted of the making, using or selling by McLaughlin of the said Bethel feeder.

In Witness Whereof the parties hereto have set their hands and seals, acting by their respective officers, duly authorized therefor.

Hartford-Empire Company by Alfred M. Pease, Asst. Gen. Mgr. Attest: S. F. Parham; McLaughlin Glass Company, by Wm. McLaughlin, President. Attest: Franklin M. Sturgis.

[fols. 18167-18168] **Bill of Sale**

In consideration of the sum of One Dollar and other valuable considerations, receipt of which is hereby acknowledged, McLaughlin Glass Company, a corporation of California, having its principal place of business in Los Angeles, hereby agrees to sell, assign and transfer, and does by these presents sell, assign and transfer to Hartford-Empire Company of Hartford, Connecticut, all right, title and interest to and in one certain glass feeder known as a "Bethel" feeder now located in its plant at 1900 East 52nd Street, Los Angeles, California; the said feeder being the only automatic glass feeder owned by the McLaughlin Glass Company and located at said plant.

In Witness Whereof, said McLaughlin Glass Company by its president duly authorized therefor, duly sets its hand and seal this 16th day of December, 1932.

McLaughlin Glass Company, by Wm. McLaughlin, President. Attest: Franklin M. Sturgis.

[fol. 18169] GOVERNMENT EXHIBIT No. 1536

Copy

(Original, signed copy, filed with original M-E—Corning Consolidation papers.)

Owens-Illinois Glass Company

Toledo, Ohio

November 30, 1936.

Corning Glass Works,
Corning, New York.

Att: Mr. Amory Houghton, President.

Gentlemen:

It is our understanding that you are taking over the Macbeth-Evans Glass Company or its assets, but that you wish certain understandings from Libby Glass Company and Owens-Illinois Glass Company with reference to the license agreements on the Burn-off Patents covered by the Agreement dated July 1, 1928, between The Libby Glass

Manufacturing Company and Macbeth-Evans Glass Company and subsequent agreements and supplements.

Now, in consideration of One Dollar ($1.00) and other good and valuable consideration to each in hand paid, receipt whereof is hereby acknowledged, Owens-Illinois Glass Company and Libbey Glass Company each agree that Corning Glass Works and its successors in business can take over Macbeth-Evans Glass Company or the assets thereof and can continue the said license agreements in effect for use at the plants of Macbeth-Evans Glass Company without Corning Glass Works and its successors in business or its other subsidiaries or branches being bound by any acknowledgment of validity of such patents, either expressed or implied, and that Corning Glass Works and its successors in business, its other subsidiaries and branches, shall have the same defense against such patents as they would have had if such license agreement were not taken over by Corning Glass Works.

Yours very truly, Owens-Illinois Glass Company, by C. B. Belknap, Executive Vice President. Libbey Glass Company, by J. H. Wright, President.

(Here follows 1 photolithograph, side folio 18170)

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GOVERNMENT EXHIBIT No. 1541

CORNING GLASS WORKS

CORNING, NEW YORK

OFFICE OF
VICE PRESIDENT AND SECRETARY
WILLIAM H. CURTISS

December 1,1938

Hartford-Empire Company,
Hartford, Connecticut.

Gentlemen:

Desire to confirm my telephonic conversa-

tion with Mr. Parham of several days ago.

The Corning Glass Works is willing to waive, and hereby waives, its exclusive rights under Hartford-Empire Company's forming machine patents to the extent necessary to permit Hartford-Empire Company to grant to the Lynch Corporation a non-exclusive license to make and sell, and to license others to use, presses and press and blow machines of the types now manufactured by the Lynch Corporation, and embodying Hartford licensed forming machine inventions, said inventions being those in existence on August 23,1933 and defined by Sections 1 (a), (b) and (c) of an Agreement of that date between Hartford-Empire Company and Lynch Corporation.

It is, of course, understood that such waiver in no wise varies Corning Glass Works' rights under the existing contract in any other respect or to any further extent than hereinbefore specifically stated.

Very truly yours,

CORNING GLASS WORKS

WHC:HC

By William H. Curtiss
Vice President

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[fol. 18171] GOVERNMENT EXHIBIT No. 1605

License and Lease No. H S F. 324, from Hartford-Empire Company to Hocking Glass Co., Lancaster, Ohio, Dated December 7, 1935. Hartford Single Feeder #266. Edition August, 1932.

[fol. 18172] November 2, 1937.

To T. L. Champeau,
From A. T. Safford, Jr.,

Subject—Hocking Letter Agreement

Our Letter Agreement to Hocking Glass Company dated May 26th, 1937 was not actually signed by Mr. Isaac J. Collins, President of the Hocking Glass Company until October 29th, 1937.

(s) A.T.S.

ATS:SC

HARTFORD-EMPIRE COMPANY

HARTFORD, CONNECTICUT

CABLE ADDRESS: EMHART

ARTHUR T. SAFFORD, JR
SECRETARY AND COUNSEL

May 26th, 1937

The Hocking Glass Company,
Lancaster, Ohio.

Attention: Thomas C. Fulton, Treas.

Gentlemen:

Hartford-Empire Company and Hocking Glass Company hereby agree that the feeder licenses and leases and former licenses referred to below shall each be amended by rewriting Schedule C of said licenses and leases and Schedule B of said licenses to read as follows:

SPECIFICATION OF GLASSWARE WHICH MAY BE MADE

PERMITTED WARE

The ware to be produced hereunder shall comprise only the articles named under this heading of Permitted Ware and made of the compositions of glass now commonly used for such articles and in any color including opal and not exceeding one hundred twenty-eight (128) ounces in weight.

1. Pressed Packers Tumblers, not including jelly tumblers for domestic (household) use.

2. Drinking Tumblers, including tumblers which are footed or stemmed. Said Tumblers may be made by purely pressed, pressed and blown, blown or paste mold process but shall conform in types of finish to those commonly used for drinking tumblers and shall not have any seat ring, shoulder or finish, designed or adapted for a seal or closure.

3. Tableware and Kitchenware. The following articles which may be made by the

9318

blown, pressed and blown or purely pressed process shall not be made as containers, that is, articles intended and adapted for packages for storage and sale of goods or for the transportation of goods:

(a) Tableware, including such articles as sundaes, bowls, plates, salt and pepper shakers, nappies and articles of a similar nature intended for table use.

(b) Kitchenware, including such articles as orange and lemon reamers, measuring cups, dishes and articles of a similar nature intended for kitchen use.

(c) Covers for any of the above articles under tableware and kitchenware.

4. Refrigerator Accessories, such as drip pans, space savers and other articles of a similar nature.

5. Lighting and Electrical Ware limited, however, to the following:

(a) Lantern Globes;

(b) Gas Globes;

(c) Electric Shades;

(d) Meter Covers;

(e) Fuse Plugs;

(f) Switch Plates.

6. Miscellaneous Non-Containers as follows:

(a) Battery Jars and Battery Containers;

(b) Boudoir and Bathroom Accessories such as powder boxes and bottles for toilet water but not including bottles for distribution and sale to manufacturers of toilet water and perfumes.

(c) Hardware Accessories such as door knobs, furniture casters and drawer pulls.

(d) School Supplies such as ink wells, ink stands and similar articles but not including articles intended as containers as defined above.

(e) Smoker's Accessories, including tobacco jars, cigar jars, ash trays and similar articles.

(f) Other Miscellaneous non-containers as follows:

(a) Candlesticks

(b) Candy jars for store use

(c) Cookie jars for household use

(d) Display jars for store use

(e) Fish Globes

(f) Flower blocks

(g) Flower bowls

(h) Insecticide globes

(i) Oil fonts

(j) Percolator tops

(k) Vault lights

(l) Vases

(m) Vending globes

(n) Vinegar cruets

EXCLUSIONS

The following articles are expressly excluded and shall not be produced under this license:

(a) Bulbs and tubing and cane all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes.

(b) Signal and optical ware.
(c) Ware intended and adapted for use where the heat resistance, physical strength, chemical resistance or electrical properties of such ware are of substantial value, provided such ware is made from glass having a linear coefficient of thermal expansion of less than .000006 per degree Centigrade, or containing more than five per cent boric oxide, or having an electric strength or thermal endurance or chemical resistance higher than a glass containing 80% silica, 10% sodium oxide, 5% boric oxide and 5% calcium oxide.
(d) Ware intended and adapted for holding food in the process of cooking or sterilizing, other than ware intended and adapted for packages for storage and sale of goods or for transportation of goods.
(e) Mold-blown articles of glass in so far as the same are or may be used for electrical purposes or in connection with electric illumination, but electric light shades may be made as stated above under "Permitted Ware".
(f) Ware which is pressed and not blown except as stated above under "Permitted Ware".
(g) Milk bottles and nursing bottles.
(h) Chimneys, insulators, drawn tubing and cane and fruit jars. Definition of Fruit Jars - The term "fruit jars", as used herein, shall mean fruit jars for domestic (household) use, which as defined herein, shall mean generally the term as used in the glass industry - the intent being to include all kinds and sizes of the regular Mason jar with sealing shoulder with screw thread that fits regular Mason fruit jar caps; Lightning style fruit jars; and other sealing jars, intended to be shipped to the trade to be sold empty to the ultimate consumer, either with or without caps, but not to include jars manufactured for packers to be filled by them before selling to their trade.
(i) Marbles and Lithographers' balls
(j) Vacuum bottles

- - - - - - - -

The following licenses and leases shall be amended as provided above:

HSF-5	dated	July	2, 1933
HSF-6	"	"	"
HSF-17	"	January	7, 1924
HSF-22	"	July	1, 1924
HSF-61	"	June	16, 1925

HARTFORD-EMPIRE COMPANY

To: The Hocking Glass Co.
May 26th, 1937

HSF-62	dated	June	16,	1925
HSF-75	"	December	4,	1925
HSF-76	"	December	31,	1925
HSF-80	"	"	"	"
HSF-81	"	"	"	"
HSF-95	"	April	26,	1926
HSF-101	"	August	5,	1926
HSF-129	"	February	12,	1927
HSF-154	"	September	15,	1927
HSF-160	"	March	29,	1928
HSF-163	"	July	23,	1928
HSF-164	"	"	"	"
HSF-224	"	April	27,	1931
HSF-225	"	"	"	"
HSF-324	"	December	7,	1935

Former License No. 3 dated March 9, 1934
Former License No. 6 " "
Former License No. 7 " "
Former License No. 8 " "

Very truly yours,

HARTFORD-EMPIRE COMPANY

A. T. Safford, Jr.

Secretary

JRH:SC

Lancaster, Ohio
May ___, 1937

The Hocking Glass Company hereby concurs in and accepts the foregoing.

THE HOCKING GLASS COMPANY

By William Post

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[fols. 18179-18200] May 8, 1936.

Hocking Glass Company,
Lancaster, Ohio.

Attention: Thos. C. Fulton, Treas.

Gentlemen:

We have decided to make an adjustment of our standard Feeder Royalty Rates for Blown and Pressed and Blown glassware in weights of One and One-half (1½) Ounces or less as shown in the Schedule of your Feeder Royalties attached to both copies hereof.

It is understood that there is no change in any other royalty rates now in force including the rates on Purely Pressed Ware, Lantern Globes and Household Jelly Tumblers.

This adjustment is to become effective May 1, 1936, but will not go into effect until you sign this letter as requested below to show your acceptance of the adjustment and the conditions upon which it is made.

The same adjustment subject to the same conditions is being offered to all licensees.

Therefore, please sign both copies of this letter returning one copy to us for our files. This will then serve to amend your Feeder Royalty Rates to agree with the attached schedule.

Very truly yours, Hartford-Empire Company, by (s) Arthur T. Safford, Jr.

Lancaster, Ohio, May 11, 1936.

Hocking Glass Company hereby accepts the foregoing amendment subject to all the conditions thereof.

Hocking Glass Company, by (s) Thomas E. Fulton, Treas.

• • • • • • •

[fol. 18201] **Schedule C**

Annexed to License and Lease No. H S F-324 Dated December 7, 1935

Specification of Glassware Which May Be Made

Permitted Ware

The ware to be produced hereunder shall comprise (except as expressly excluded below under "Exclusions") all the articles named under this heading of Permitted Ware and made of the compositions of glass now commonly used for such articles, whether flint, blue, amber or green (but excluding opal), and not exceeding eighty-two (82) ounces in weight.

(1) *Ware which is both pressed and blown.* The following named articles may be produced on said machinery if said articles are both pressed and blown.

Lantern globes and gas globes; electric light shades; tobacco jars; cigar jars; vinegar cruets; display jars of any shape, together with covers for such jars made on said machinery; oil founts for lamps; salt shakers and common blown tumblers made from ordinary lime glass, not exceeding 6 ounces in finished weight, provided that such tumblers shall be so made and thereafter sold only for drinking purposes, and not for containers or package purposes, and that if such tumblers shall, with the consent of The Hocking Glass Company be sold contrary to the above conditions, and for purposes above prohibited, the right herein granted to make such tumblers shall thereupon terminate and cease to exist; and, provided, further, that said tumblers must be blown from a pre-pressed blank in a block mold and no paste may be used in the blow mold and the glass forming such tumblers shall not be turned in the [fol. 18202] blow mold or the blow mold turned on said glass.

(2) *Ware which is pressed, but not blown.* Percolator tops not over 2½ ounces in finished weight, mixing bowls, caster cups, nappies, footed glasses for wines, for cordials, for sundaes; pitchers and lemon reamers.

Automobile Equipment Glasses

Pressed or Blown

(1) Headlight lenses, spotlight lenses, ditch light lenses.

(2) Lenses for cowl lights.

(3) Tail and stoplight lenses.

(4) Cover glasses for headlights, spotlights, ditch lights, cowl lights, stop lights and tail lights.

Provided, however, that the right above granted to make headlight lenses is conditioned upon Hocking Glass Company producing upon all feeders licensed to it by Hartford-Empire Company, a minimum aggregate total of One million (1,000,000) of such headlight lenses in every Two (2) year period during the continuance of these licenses or any of them said periods to commence with July 1, 1928, and that if in any such two year period The Hocking Glass Company shall fail so to make such aggregate total, then the right granted to make such lenses shall terminate and be ipso facto annulled in all of said licenses.

The "Exclusions" set forth under this Schedule C shall be considered as amended so as to permit the production of the above specified Automobile Equipment Glass under this license and lease.

[fols. 18203-18206] Exclusions

The following articles are expressly excluded and shall not be produced under this license:

(a) Bulbs and tubing and cane all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes.

(b) Signal and optical ware.

(c) Ware intended and adapted for use where the heat resistance, physical strength, chemical resistance or electrical properties of such ware are of substantial value, provided such ware is made from glass having a linear coefficient of thermal expansion of less than .000006 per degree Centigrade, or containing more than five per cent boric oxide, or having an electric strength or thermal endurance or chemical resistance higher than a glass con-

taining 80% silica; 10% sodium oxide; 5% boric oxide and 5% calcium oxide.

(d) Ware intended and adapted for holding food in the process of cooking or sterilizing, other than ware intended and adapted for packages for storage and sale of goods or for transportation of goods.

(e) Mold-blown articles of glass in so far as the same are or may be used for electrical purposes or in connection with electric illumination.

(f) Ware which is pressed and not blown, except as stated under Permitted Ware. But electric light shades may be made as stated above under Permitted Ware.

(g) Milk bottles and nursing bottles.

(h) Fruit jars; chimneys, vault lights; battery jars and battery containers; fish globes; tablet jars; insulators and drawn tube and cane.

(i) Marbles and Lithographers balls.

Exhibit 1605 is otherwise similar to exhibit 1625.

(Here follow 4 photolithographs, side folios 18207-18210)

GOVERNMENT EXHIBIT No. 1606

CONSOLIDATED FEEDER AGREEMENT

Between

HARTFORD-EMPIRE COMPANY

And

GENERAL GLASS CORPORATION

Dated: September 16, 1932

RENEWAL

Hartford, Connecticut

July 16, 1940

This Consolidated Feeder Agreement between Hartford-Empire Company and Anchor Hocking Glass Corporation (Successor to General Glass Corporation), dated September 16, 1932, and all Licenses and Leases issued thereunder and remaining in full force and effect are hereby renewed for a supplemental period of eight (8) years, in accordance with the provisions of Section 9 of the said Agreement.

HARTFORD-EMPIRE COMPANY

By _____
Assistant Treasurer

ANCHOR HOCKING GLASS CORPORATION
(Successor to General Glass Corp.)

By _____

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HARTFORD-EMPIRE COMPANY

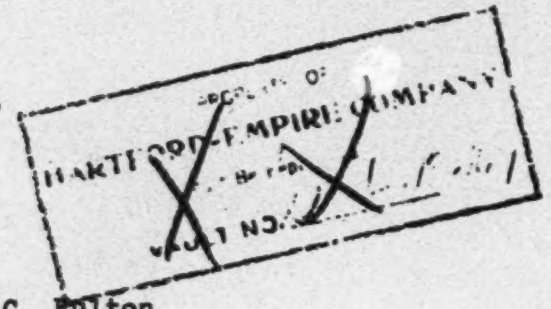
Glass Working Machinery

HARTFORD, CONN.

CABLE ADDRESS
EMMART

LEGAL DEPARTMENT

October 31st, 1933



General Glass Corporation
Lancaster
Ohio

Attention Mr. Thomas C. Fulton

Gentlemen:

In reviewing the Consolidated Feeder Agreement of September 16, 1932, we notice that Perfumery and Toilet Ware, which you have been making for some time, is not included in your Field of Ware.

It is desired to make formal amendment to the Agreement to include this item.

Will you, therefore, be good enough to indicate your concurrence in such amendment in the form provided below as to both copies of this letter and return one of them to us for our files?

It is hereby agreed that the Consolidated Feeder Agreement between Hartford-Empire Company and General Glass Corporation dated September 16, 1932, (as modified or amended by Agreements dated December 29, 1932 and March 23, 1933) shall be amended by the addition to Schedule C thereof - Specification of Glassware Which May Be Made - of the following as item (c) of paragraph A -

"(c) Perfumery and Toilet Ware"

so that said paragraph A of Schedule C shall read as follows -

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"A. Blown bottles and blown jars in so far as the same are included within the classes of glassware now commonly known in the glass industry as -

(a) Prescription ware, Proprietary Medicine Ware, Pressure Ware, Packers Ware, Liquor Ware and bottles for grape juice and other unfermented fruit juices

(b) Miscellaneous Ware, but only in so far as the same includes bottles or jars for cleaning and polishing fluids, for insecticides, for paint, shellac or varnish, for ammonia or bluing; for inks or cements and nursing bottles.

(c) Perfumery and Toilet Ware".

Very truly yours,

HARTFORD-EMPIRE COMPANY

Secretary

JRH:RLB

Lancaster, Ohio
November Nov 7 1933

General Glass Corporation concurs in and accepts the foregoing amendment,

GENERAL GLASS CORPORATION

By Thomas C Fulton
Secy & Treas

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HARTFORD-EMPIRE COMPANY

Glass Working Machinery

HARTFORD, CONN.

CABLE ADDRESS:
EMHART

September 16, 1932

General Glass Company
Lancaster
Ohio

Gentlemen:

This will confirm our understanding reached today, regarding the minimum royalties on the Hartford Single Feeders and Hartford Lehrs held under the terms of the Consolidated Feeder and Consolidated Lehr agreements executed today.

Hartford hereby agrees that no minimum royalties shall be charged General by Hartford for the Hartford Single Feeders and the Hartford Lehrs now licensed and leased under said agreements and located at the Monongah plant of General Glass Corporation, until such time as General shall commence to operate said plant. The same principle shall apply to the Hartford Single Feeder and the Hartford Lehrs now located at the Terre Haute plant of General.

It is also recognized that the two Feeders, Nos. 160 and 161, now located at the Winchester plant of General Glass Corporation, but not installed, shall be considered, for the purposes of minimum royalties, as Terre Haute Feeders, unless, however, such Feeders are subsequently installed at Winchester.

Very truly yours,

HARTFORD-EMPIRE COMPANY

Woodruff Smith
President

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[fol. 18211] Consolidated Feeder Agreement

This Agreement made this 16th day of September, 1932, by and between Hartford-Empire Company (hereinafter called "Hartford"), a corporation organized under the laws of the State of Delaware and having its principal place of business at Hartford, Connecticut, and General Glass Corporation (hereinafter called "General") a corporation organized under the laws of the State of Indiana and having its principal place of business at Winchester, Indiana,

Witnesseth:

Whereas Hartford owns or controls certain Letters Patent of the United States, set forth in Schedule E annexed hereto, and certain applications now pending for Letters Patent of the United States relating to the manufacture of glassware,

Whereas Hartford granted, under certain Licenses and Leases (set forth in detail in Section 1 below) to Woodbury Glass Company (which was later acquired by the predecessor of Turner Glass Corporation) and also to Turner Glass Corporation, the right to use a certain number of devices for feeding molten glass, known as Hartford Single Feeders, more specifically described by Schedule A annexed hereto, [fol. 18212] Whereas said Turner Glass Corporation went into the hands of a receiver, who on April 4, 1931, transferred to General the majority of Turner's assets, including therewith, with consent of Hartford, the rights and obligations of Turner under said Licenses and Leases,

Whereas Hartford also granted other rights to use Hartford Single Feeders to Monongah Glass Company under certain additional Licenses and Leases (set forth in detail in Section 1 below) which were afterwards cancelled for non-payment of royalties, and General now desires to operate the Hartford Single Feeders formerly covered by the specified Licenses and Leases; and

Whereas it is considered desirable by Hartford and General to bring within the terms of one Agreement all the feeders formerly licensed and leased to Turner and to Monongah, and to provide for the future licensing and leasing of additional feeders,

Now, Therefore, in consideration of these premises and the covenants and royalties hereinafter set forth, Hartford and General agree as follows:

Section 1—Cancellation of Outstanding Licenses. The following Licenses and Leases from Hartford to Woodbury and/or Turner Glass Corporation transferred to Gen- [fol. 18213] eral, as above set forth, are hereby cancelled and rescinded:

License and Lease No.	Feeder Covered
HSF- 26	#44
HSF- 27	#45
HSF- 28	#47
HSF- 69	#92
HSF- 70	#93
HSF-102	#159
HSF-103	#160
HSF-104	#161
HSF-105	#162
HSF-106	#163
HSF-107	#164
HSF-121	#189
HSF-122	#190
HSF-123	#191
HSF-124	#192
HSF-142	#202
HSF-143	#203
HSF-144	#204
HSF-173	#241
HSF-208	#252
HSF-209	#267
HSF-197	#276
HSF-198	#277
HSF-199	#278
HSF-200	#279
HSF-201	#280
HSF-202	#281
HWD- 7	#21
HWD- 9	#23
HWD-11	#25
HWD-12	#26
HWD-13	#27

Furthermore, the cancellation and rescission of the following Licenses and Leases from Hartford to Monongah which were cancelled by Hartford on April 17, 1931, is [fol. 18214] hereby affirmed by General.

License and Lease No.	Feeder Covered
HSF-130	#13
HSF-131	#49
HSF-132	#50
HSF-133	#51
HSF-134	#52
HSF-169	#251
HSF-183	#265
HSF-184	#266
HSF-196	#275
HSF-207	#287

Section 2—Form of License. The Hartford Single Feeders described in Section 1 above, to-wit, Nos. 13, 44, 45, 47, 49, 50, 51, 52, 92, 93, 159, 160, 161, 162, 163, 164, 189, 190, 191, 192, 202, 203, 204, 251, 252, 265, 266, 267, 275, 276, 277, 278, 280, 281, and 287 (hereinafter called "original feeders") are hereby agreed to be from the date hereof and are hereby leased and the use thereof licensed under this present Consolidated Feeder Agreement by Hartford to General, and shall hereafter be entirely subject to the terms of this Consolidated Feeder Agreement and shall no longer be subject to the Licenses and Leases above named, or any other agreements. The leasing and licensing of all of the feeders above designated, and the leasing and licensing of all additional feeders obtained by General from Hartford, [fol. 18215] shall be evidenced for each of said feeders by the issuance by Hartford to General of a License and Lease in substantially the following form:

* * * * * * *

[fol. 18216] *Section 3—Additional Feeders.* Upon request of General, Hartford agrees to furnish and license and lease to General, Hartford Single Feeders as described in Schedule A annexed hereto, at such times and in such quantities during the continuance of this Consolidated Feeder Agreement, as General may from time to time de-[fol. 18217] sire, subject, however, to reasonable limita-

tions of Hartford's manufacturing conditions and of fairness in supplying other licensees with machinery furnished by Hartford. Feeders to be so furnished are hereinafter referred to as "additional feeders".

If Hartford fails within a reasonable time to furnish such machines under the above circumstances, General may secure the same elsewhere.

Section 4—License Fee on Additional Feeders. Upon each Hartford Single Feeder so furnished to General by Hartford, in accordance with Section 3, General shall pay to Hartford a license fee of Twenty-five hundred dollars ($2500), one-half of which shall be paid upon the execution of the License and Lease therefor, and the other half within Sixty (60) days after such feeder is ready for shipment to General.

It is understood that no license fees shall be payable upon any of the original feeders.

Section 5—Preparation for Installation of Additional Feeders. General agrees, upon receiving drawings and lists showing locations and dimensions of any additional feeders, to furnish and have ready proper floor space, foundations, connection between tank and forehearth, piping, shafting, tools, motor, power and such other ad- [fol. 18218] juncts and equipment as are required, to the complete satisfaction of Hartford.

Section 6—Delivery and Installation of Additional Feeders. Hartford, as soon as reasonably possible after the provisions of Section 5 shall have been complied with, shall deliver the additional feeders to be obtained under the terms of Section 3 above f. o. b. rail shipment at place of manufacture, and shall aid in installing said feeders, as provided in Schedule B annexed hereto.

General agrees to proceed diligently with the installation of said feeders as soon as the same are delivered, and to accept them and pay royalties to Hartford as called for by Sections 14 and 15 of this Consolidated Feeder Agreement.

Section 7—Extent of Agreement. Hartford hereby leases to General and hereby licenses General to use the said orginal feeders and any additional feeders secured by General from Hartford hereunder. *Provided*, however, that such licensing and leasing is limited (not absolute), and

confers only the right to use said feeders in continental United States, and in the manner and for the purpose hereinafter set forth, and not otherwise.

It is agreed between the parties hereto that no obliga-
[fols. 18219-18225] tion whatsoever rests upon or is assumed by Hartford that other machinery of General or of others will operate successfully or efficiently in conjunction with the feeders of Hartford.

Section 8—Title. It is understood and agreed that Hartford holds complete title to all of said original feeders and may at its option continue to hold throughout the term of this Consolidated Agreement complete title to all of said original feeders and also to any additional feeders secured hereunder.

Section 9—Term. The term of this Consolidated Feeder Agreement and of all of the Licenses and Leases issued hereunder whether for original or additional feeders, shall, unless sooner revoked or terminated, as provided elsewhere herein, run until August 1, 1940, including a privilege, if claimed by General in writing before the expiration of the said initial period, of One (1) renewal for a supplemental period of Eight (8) years upon all the conditions hereof, except as to installation and further renewal, and without additional license fee for such renewal.

* * * * * * *

[fols. 18226-18233] *Section 18—Inherent Defects.* Hartford shall remedy and make good, without charge, any inherent defects appearing in the materials of any additional feeders during one year from the date of their installation.

* * * * * * *

[fols. 18234-18236] *Section 27—Binding on Successors.* This Agreement shall extend to and be binding upon the successors in business of each party to this Agreement.

In Witness Whereof the parties have hereunto set their hands and seals, acting herein by their respective officers duly authorized therefor.

Hartford-Empire Company, By F. Goodwin Smith, President. Attest: Arthur T. Safford, Jr., Secretary. General Glass Corporation, By I. J. Collins, President. Attest: Thomas C. Fulton, Secretary.

* * * * * * *

[fol. 18237] Schedule C

Annexed to Consolidated Feeder Agreement

Dated: September 16, 1932

Specification of Glassware Which May Be Made
Permitted Ware

The ware to be produced hereunder shall comprise (except as expressly excluded below under "Exclusions") all the articles named under this heading of Permitted Ware and made of the compositions of glass now commonly used for such articles, whether flint, blue, amber, green or opal.

A. Blown bottles and blown jars in so far as the same are included within the classes of glassware now commonly known in the glass industry as:

(a) Prescription ware, Proprietary Medicine Ware, Pressure Ware, Packers Ware, Liquor Ware and bottles for grape juice and other unfermented fruit juices.

(b) Miscellaneous ware, but only in so far as the same includes bottles or jars for cleaning and polishing fluids, for insecticides, for paint, shellac or varnish, for ammonia or bluing; for inks or cements and Nursing Bottles.

(c) Fruit jars for the domestic (household) trade. (See "Cancellation of Domestic Fruit Jar Rights" dated March 23, 1933.)

[fol. 18238] B. Pressed Ware

(a) Containers adapted to be vacuum sealed
(b) Jelly Tumblers
(c) Packers Tumblers
(d) Screw top jars and tumblers
(e) Ointment jars

Exclusions

The following articles are expressly excluded and shall not be produced under this General Feeder Agreement:

(a) Bulbs and tubing and cane all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes.

(b) Signal and optical ware.

(c) Ware intended and adapted for use where the heat resistance, physical strength, chemical resistance or electrical properties of such ware are of substantial value, provided such ware is made from glass having a linear coefficient of thermal expansion of less than .000006 per degree Centigrade, or containing more than five per cent. boric [fols. 18239-18242] oxide, or having an electric strength or thermal endurance or chemical resistance higher than a glass containing 80% silica; 10% sodium oxide; 5% boric oxide and 5% calcium oxide.

(d) Ware intended and adapted for holding food in the process of cooking or sterilizing, other than ware intended and adapted for packages for storage and sale of goods or for transportation of goods.

(e) Mold blown articles of glass in so far as the same are or may be used for electrical purposes or in connection with electric illumination.

(f) Milk Bottles.

(g) Lantern globes; gas globes; chimneys; vault lights, battery jars and battery containers; insulators and drawn tube and cane.

(h) Marbles and Lithographers balls.

(i) Glass vacuum bottles.

Note: Exhibit 1606 is otherwise similar to exhibit 1625.

* * * * * * *

[fol. 18243-18269] GOVERNMENT EXHIBIT No. 1607

License And Lease No. HSF-347

from

Hartford-Empire Company

to

Salem Glass Works

Salem, New Jersey

Dated: January 25, 1937

Hartford Single Feeder No. 421

* * * * * * *

[fol. 18270] Schedule C

Annexed to License and Lease No. HSF-347

Dated January 25, 1937

between Hartford-Empire Company and Salem Glass Works

Specification Of Glassware Which May Be Made

Permitted Ware

The ware to be produced hereunder shall comprise (except as expressly excluded below in this Schedule under "Exclusions") only the following named blown bottles and blown jars made of the compositions of glass now commonly used for such articles, whether flint, blue, amber or green (but excluding opal), and not exceeding seventy-two (72) ounces in weight.

Pressure Ware. Narrow Neck bottles for containing the following beverages:

(a) Artificially carbonated drinks, such as Sodas, Ginger Ales, Mineral Waters and other "Soft Drinks".

(b) Beverages containing alcohol within the limits fixed by law, including liquors, wines and beers.

(c) Malt beverages, whether containing alcohol within such limits, or without alcohol, such as Bevo, Pablo and other beer substitutes.

[fol. 18271] (d) Uncharged waters, such as Poland, Pluto and similar waters.

(e) Fruit Juices.

Prescription Ware. For containing medicines, including all bottles to be resold and filled with medicines. Also Private Mold ware for proprietary medicines, such as Perunas, Castorias and the like.

Miscellaneous Wide Mouth, Semi-Wide Mouth And Narrow Neck Ware. For containing paints, varnishes, lacquers, shellacs and similar coating, polishes for shoes, furniture, automobile bodies, metals and the like; inks, lubricating oils, bluing, ammonia and non-medical powders and dry chemicals; pomades, stains, mucilages and vaselines.

Packers' Ware. Wide mouth, semi-wide mouth and narrow neck blown bottles and jars for containing food products, such as jams, catsups, olives, Horseradish, pickles, preserves and other food condiments.

Special Articles.

(a) The Eureka Jar, as described and identified in letter of Licensor to Licensee dated April 6, 1926 by the following—

"The so-called Eureka jar for domestic (household) use with unlined glass top and gasket of rubber or similar composition and with a metal clamp operating on an interrupted thread formed in the finish; being that type, construction and shape of jar and that type, construction and shape only shown in the sample submitted to Hartford-Empire Company by letter of Salem Glass Works dated March 23, 1926, said sample being now in the possession of Hartford-Empire Company and marked 'Eureka Jar Licensed by Letter of April 6, 1926'."

(b) Candy jars subject to the condition that not over Fifty thousand (50,000) gross of such jars in the total aggregate shall be produced in any one calendar year by Licensee under all its licenses at any time outstanding with Licensor.

[fols. 18272-18273] Exclusions

The following articles are expressly excluded and shall not be produced under this license:

(a) Bulbs and tubing and cane all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes.

(b) Signal and optical ware.

(c) Ware intended and adapted for use where the heat resistance, physical strength, chemical resistance or electrical properties of such ware are of substantial value, provided such ware is made from glass having a linear coefficient of thermal expansion of less than .000006 per degree Centigrade, or containing more than five per cent boric oxide, or having an electric strength or thermal endurance or chemical resistance higher than a glass containing 80% silica, 10% sodium oxide, 5% boric oxide and 5% calcium oxide.

(d) Ware intended and adapted for holding food in the process of cooking or sterilizing, other than ware intended and adapted for packages for storage and sale of goods or for transportation of goods.

(e) Mold-blown articles of glass in so far as the same are or may be used for electrical purposes or in connection with electric illumination.

(f) Ware which is pressed and not blown.

(g) Milk bottles and nursing bottles.

(h) Tumblers; fruit jars; lantern globes; gas globes; chimneys; vault lights; battery jars and battery containers; fish globes; display jars; tablet jars; insulators and drawn tube and cane, *Provided*, however, that the making and selling of the standard patented and registered "Lightning Fruit Jar", as originated by H. W. Putnam, is permitted hereunder.

Note: Exhibit 1607 is otherwise similar to Exhibit 1625.

* * * * * * *

[fol. 18274] GOVERNMENT EXHIBIT No. 1608

The License Agreement dated December 23, 1920, between Empire Machine Company and American Thermos Bottle Company provides, in Article II, that the Licensee is entitled to take a license under any patent issuing upon the applications specified in Schedule A of the contract.

On September 1, 1925 there was issued, upon application Serial No. 524,994 filed October 27, 1909 by O. A. Hanford,

Patent No. 1,551,936, and upon a division of Serial No. 551,998 filed March 23, 1910 by D. B. Chamberlain, Patent No. 1,551,933.

These patents were issued to Hartford-Empire Company as successor to Empire Machine Company. The American Thermos Bottle Company, a corporation of Ohio, as successor to American Thermos Bottle Company, a corporation of Maine, and Hartford-Empire Company, a corporation of Delaware, as successor to Empire Machine Company, hereby agree that the mutual licenses and rights granted by said Agreement of December 23, 1920, shall also apply to the two patents referred to above, and that said License Agreement shall continue until September 1, 1942, the expiration of the patents referred to above.

American Thermos Bottle Company, By A. E. Payson, Pres. Hartford-Empire Company, By Arthur T. Safford, Jr., Secretary.

In Presence of H. A. Twomey, John R. Hobson.

[fol. 18275] Copy

License Agreement

This agreement, made this 23d day of December, 1920, by and between the Empire Machine Company, a corporation of Maine, hereinafter called the Licensor, and the American Thermos Bottle Company, a corporation of Maine, hereinafter called the Licensee, Witnesseth: That—

Whereas the Licensor has developed a certain machine now in use by the Corning Glass Works in the manufacture of electric lamp bulbs and known as the "E-1" Machine in which machine glass, manually gathered on the blowpipe, is blown in paste molds, and has further developed another machine, also now in use by the Corning Glass Works and known as the "F" Machine, in which glass is pressed into blanks and then blown in paste molds, and owns certain Letters Patent of the United States, and applications therefor as set forth in Schedule A, attached hereto, and made a part hereof, and owns certain other Letters Patent as set forth in Schedule B hereof.

And whereas the Licensee is desirous of obtaining the right to immediately use the "E-1" machine for the manufacture in the United States of glass pistons or cylinders for thermos bottles (which glass cylinders or pistons for

thermos bottles will hereinafter be designated as "cylinders"), and of providing for the acquisition in the future of the right to use the "F" machine for the same purpose;

Now, Therefore, Be it known that, in consideration of the premises and of the mutual covenants and agreements hereinafter contained and of the sum of One ($1.00) Dollar by each of the parties in hand paid to the other, the receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

[fol. 18276] I. The Licensor hereby grants to the Licensee, and the Licensee accepts, an exclusive license under all patents of the United States enumerated In Schedule A, to make in the United States "cylinders", but only when the glass for such "cylinders" shall be manually gathered on a blow-pipe and blown into shape while on such blow-pipe.

II. The Licensee shall be entitled, by notifying the Licensor in writing, of its intention so to do, within sixty days after being notified, (during the continuance of the license granted it under Section I) hereof, that the Licensor has obtained, or has rights under, a patent or patents issued on any application listed in Schedule A, to take a license under such patent or patents similar in extent and limitation to the license hereby granted in Section I hereof. The Licensor agrees that when so notified by the Licensee of its desire to take such additional license, it will execute proper instruments to vest the same in the Licensee.

III. The Licensee hereby acknowledges the validity of each and all of the issued Letters Patents set forth in Schedules A & B hereof, and of each and every claim of any Letters Patent under which it may take a license as provided in Section II hereof, and agrees that it will not in any way contest the validity of the same or aid or abet others in so doing.

IV. The Licensee agrees that in exercising its rights under the licenses hereby granted and herein provided for it will, except as provided in Section VII hereof, obtain all machines required by it by purchase from the Licensor, paying therefor as follows:

(a) For each "E-1" machine, of the present size and construction, supplied to it at its request, the sum of Forty-Five

Hundred (4500) Dollars; or, if the cost of manufacture of each machine shall increase over the cost of manufacture in the year 1919, the said sum of Forty-five Hundred (4500) Dollars plus the amount of such increase in the cost to the Licensor of the manufacture thereof,

(b) If the Licensor designs, or designs and builds, at the request of the Licensee, a machine of the same general [fol. 18277] type as "E-1" Machine, but of such larger size as to fit it to make outside quart "cylinders", the Licensee shall pay the Licensor the actual cost of the development work and designing thereof, and shall further pay for each of such enlarged machines as it may order the sum of Forty-five Hundred (4500) Dollars plus any increase in cost of labor or material involved in actual construction of such machine over the cost of manufacture in the year 1919 of the present type "E-1" Machine.

V. The Licensor makes no guarantee or warranty that any machine so purchased from it by the Licensee, or built at its request, will successfully make cylinders, but does agree to use its best effort in designing and building the same to render it capable of successful and economical use for such purposes.

VI. The Licensee agrees to pay the Licensor for the time of its engineers and employees, or the time of the engineers and employees of the Corning Glass Works spent in the service of the Licensee at the latter's request, other than time spent in the actual manufacture or designing as provided in Section IV hereof, the amount paid such engineers and employees by the Licensor or the Corning Glass Works plus an additional sum of twenty-five (25) per cent on such amount, and to further pay the actual necessary expenses incurred by such engineers or employees in such services.

VII. The Licensee may redesign, alter, or add to any machine purchased by it from the Licensor, but only when such redesigned, altered, or added to machine shall blow glass while on the blow-pipe on which it was manually gathered. In the event that the Licensor, after request by the Licensee, is unable or unwilling to supply, under Section IV hereof, the machines required by the Licensee, the Licensee shall be at liberty to itself build or to have built for it by others such machines as it may require for blowing

glass while on the blow-pipe on which it was manually gathered, and embodying any invention under which it is hereby granted a license by Section I hereof, or under which it may take a license under Section II hereof, and for each machine so built by or for it, shall pay the Licensor a li- [fol. 18278] censee fee of Two Thousand ($2000) Dollars when such machine has been completed by it, or delivered to it. To permit the Licensee to exercise in a proper case, the rights granted to it under this Section, the Licensor agrees that it will, at the request of the Licensee, furnish the Licensee with blue print copies of the working drawings of the present "E-1" machine, the Licensee to pay the actual cost of such blueprints.

VIII. The Licensee agrees that it will promptly notify the Licensor of all changes or alterations it may make in machines used by it, and of all machines it may itself build or have built for it under the provisions of Section VII hereof, and agrees that it will promptly furnish the Licensor complete working drawings showing such alterations and additions and fully illustrating such machines as it may itself build or have built for it, and that it will, at all times during working hours, permit the Licensor by its duly authorized agent, to inspect and study the machines used by it under license from the Licensor.

IX. The Licensee hereby grants the Licensor a free and exclusive license throughout the world, except for the production of "cylinders", under any and all inventions which the Licensee may acquire during the continuance of the license granted in Section I hereof or provided for in Section II hereof, and relate to improvements on the said "E-1" machine, or to methods or processes used in connection with such machines, and the Licensee agrees to execute proper instruments to vest such license in the Licensor.

X. The Licensee agrees to pay to the Licensor as royalties on all "cylinders" made by it under the license granted by Section I hereof or provided for in Section II hereof as follows:

(a) For each one-half pint cylinder, one-eighth of one cent.

For each pint cylinder, one-fourth of one cent.

For each one and one-half pint cylinder, five-sixteenths of one cent.

[fol. 18279] For each quart cylinder, one-half of one cent.

For each cylinder larger than one quart, five-eighths of one cent.

Provided that the Licensee in making payment may deduct therefrom the royalties payable at the specified rates on any cylinders broken or destroyed prior to their assemblage in a thermos bottle, or prior to shipment.

XI. The Licensee, during the continuance of this license, shall keep complete books of account showing the number and size of containers made by it under the license granted to it by Section I hereof or provided for in Section II hereof, and the number and size of such cylinders sold by it and on hand, and shall prior to the last day of every January, April, July, and October hereafter, render the Licensor detailed statements, verified under oath by one of its officials conversant therewith, of the showing of such books for the three months prior to the month in which such return is to be made. At the time of making such return the Licensee shall pay to the Licensor, at the rates herein provided, all royalties due and payable at the rates provided for in Section X hereof for "cylinders" made by the Licensee during the period covered by such return. For the purpose of insuring compliance with the terms of this agreement, and true and correct returns, the Licensor shall, at any time during business hours, have by its duly authorized agent, who shall be a public accountant, access to the accounts of the Licensee relating to the manufacture and sale of ware under this license.

XII. If the royalties payable to the Licensor at the rate specified in Section X hereof shall in any calendar year after the year 1920, and during the continuance of this license, be less than the sum of Three Thousand ($3000) Dollars, the Licensee agrees, when making the return in January of the year following such calendar year, to pay to the Licensor, in addition to the sum due for cylinders made during the preceding quarter at the rates specified in Section X hereof, a sum equal to such deficit for such calendar year.

[fol. 18280] XIII. If the Licensee shall fail to pay to the Licensor as royalties for each of the calendar years 1923,

1924 and 1925, a sum less than Seventy-Five Hundred ($7500) Dollars, and for each calendar year after 1925 during the continuance of this license, the sum of Ten Thousand ($10,000) Dollars, the license granted by Section I hereof and to be granted under Section II hereof shall cease to be exclusive, and shall become non-exclusive; provided, however, that whenever the Licensee can show with reasonable certainty, that payments made by it to the Licensor under Sections X and XII hereof, for the calendar year then last past, were equal to payments, at the rates specified in Section X, on at least fifty (50) per cent of "cylinders" made in any way in the United States during such calendar year, the Licensee shall not lose the exclusive feature of its license by failure to pay for such year the amount called for in this Section, and shall have returned to it any excess already paid by it for such calendar year under this Section, over and above the amount payable for such calendar year under Sections X and XII hereof.

XIV. Whenever the Licensor, during the existence of this license, shall be willing to grant rights for the use of its "F" machine for the production of "cylinders" in the United States, it agrees that it will give the Licensee the first opportunity to take a license thereunder upon as favorable terms as the Licensor is willing to grant a license to any other bona fide licensee; provided, however, that nothing herein contained shall prevent the Licensor from transferring all its interest in, or granting general licenses for the use of the said "F" machine, to others subject to the rights of the Licensee to acquire a license from the assignee or a general licensee of the Licensor.

XV. This agreement, unless sooner terminated in the manner hereinafter provided, shall continue in full force and effect until the expiration of the patent last to expire of those under which the Licensee shall have accepted or taken a license under the terms hereof.

XVI. The Licensee shall have the right at any time within one year from the date of delivery to it of the first ma- [fol. 18281] chine as provided for in sub-section (a) of Section IV hereof to surrender this license, if in its judgment it is unable to secure satisfactory and economical results from the use of said machine. Its election to surrender the license shall be evidenced by a written notice

to the Licensor, and this agreement and all provisions thereof shall become null and void thirty days after receipt of such notice by the Licensor and the payment to it of all sums then due by the Licensee.

XVII. In case the Licensee shall violate or fail to observe any obligation herein assumed (each of which obligations shall be considered as a condition of this license), or shall cause the same to be violated, or if the Licensee shall become a bankrupt or a receiver shall be appointed for it, or if the Licensee makes any general transfer for the benefit of its creditors, the Licensor shall have the right, at its option, to revoke and terminate absolutely this license upon giving notice to the Licensee of said revocation and of the cause thereof; this license and agreement shall thereafter terminate at the expiration of thirty days from the receipt of such notice, but no cancellation or revocation of this license shall release the Licensee from liability for any sums due the Licensor at the time of such cancellation, nor shall such cancellation or revocation release the Licensee from the acknowledgment of the validity of the claims of any patent enumerated in Schedules A and B hereof, or under which the Licensee shall have taken a license.

XVIII. This agreement is binding upon and shall enure to the benefit of the Licensor, its successors and assigns. The Licensee's rights and obligations hereunder may be transferred by assignment or otherwise, to any successor to the entire business of the Licensee, but this license is not otherwise assignable, nor is it divisible.

In Witness Whereof each of the parties hereto has caused this instrument to be executed on its behalf by its officers thereunto duly authorized as of the day and year first above written and its corporate seal to be hereunto affixed and attested.

[fols. 18282-18284] Empire Machine Company, by Alexander D. Falck, President. (Seal.)

Attest: Wm. J. Heermans, Secretary.

American Thermos Bottle Company, by Wm. B. Walker, President. (Seal.)

Attest: A. W. Niel, (?) Assistant Treasurer.

* * * * * * *

[fols. 18285-18318] GOVERNMENT EXHIBIT No. 1611

License and Lease No. HSF 436 from Hartford-Empire Company to Armstrong Cork Company, Lancaster, Pennsylvania. Dated August 15, 1940. Hartford Single Feeder No. 544. Edition February, 1938

Note: Exhibit 1611 is otherwise similar to exhibit 1624.

* * * * * * *

[fol. 18319] Hartford-Empire Company
Glass Working Machinery
Hartford, Conn.

June 12th, 1933.

Buck Glass Company, Baltimore, Maryland.

Attention Mr. Laurance M. Buck

GENTLEMEN:

This letter is for the purpose of amending your Licenses and Leases to incorporate the changes in the Field of Ware which were agreed upon when you were in Hartford recently.

These changes include the omission from Schedule C, item 1, of pint and one-half pint ovals and liquor flasks, and the addition of the right (as item 9) to make narrow neck bottles for liquor, not to exceed 60,000 gross in any one calendar year, including ovals and flasks.

To effect these changes would you be good enough to sign both copies of this letter and return one of them to us for our files?

Hartford-Empire Company and Buck Glass Company now hereby agree that Schedule C annexed to Licenses and Leases Nos.—

HSF— 82 dated January 11, 1926
HSF— 83 dated January 11, 1926
HSF—110 dated November 17, 1926

shall be amended to read as follows—

Specification of Glassware Which May Be Made Permitted Ware

The ware to be produced hereunder shall comprise (except as expressly excluded below under "Exclusions") the articles named under this heading of Permitted Ware and made of the compositions of glass now commonly used for such articles, whether flint, blue, amber or green (but excluding opal) and not exceeding Seventy-two (72) ounces in weight.

[fol. 18320] Blown Bottles and Jars in so far as the same are included within the classes of glassware now commonly known in the glass industry as—

(1) Bottles for alcorub; beers and sodas, excluding mineral waters.

(2) Gallon and one-half (½) gallon jugs.

(3) Milk and Cream Bottles, subject to the provision that not over Seventy Thousand (70,000) gross of such bottles shall be produced for sale and use in the United States in any one calendar year, but the licensee is also entitled to produce hereunder not over Ten Thousand (10,000) additional gross of such bottles so long and only so long as said additional bottles are intended for sale and use outside of the United States. This shall represent the total aggregate of milk and cream bottles which can be produced by the licensee under all its licenses and leases covering Hartford Single Feeders at any time outstanding with licensor. When the licensee can show to the reasonable satisfaction of the licensor that the total number of domestically manufactured milk and cream bottles sold for use in the United States has become established at a total which is in excess of One Million Nine Hundred Thousand (1,900,000) gross per calendar year, then so long as and only so long as such established total sale of milk and cream bottles shall continue, the licenseee shall have the right to increase its production to an amount which shall not exceed three and seventy-five hundredths per cent (3.75%) of such established total sale.

(4) Shoe polishes.

(5) Wines for sacramental purposes.

(6) Cheese jars intended and adapted for use by dairies, and not packers.

(7) Prescription and proprietary ware.

(8) Food and food condiment ware, subject to the condition that not over Twenty-five Thousand (25,000) gross of all such ware in the total aggregate shall be produced in [fols. 18321-18334] any one calendar year by licensee under all of its licenses covering Hartford Single Feeders at any time outstanding with licensor.

(9) Narrow Neck Liquor Bottles; *Provided,* not more than Seventy Thousand (70,000) gross of such liquor bottles shall be produced in any one calendar year and the right to make jars for liquor is expressly excluded.

Very truly yours, Hartford-Empire Company, Arthur T. Safford, Jr., Secretary.

JRH:RLB.

Baltimore, Maryland,
June 14th, 1933.

Buck Glass Company hereby concurs in and agrees to the foregoing amendment.

Buck Glass Company, by L. M. Buck, Treas.

Note: Exhibit 1612 is otherwise similar to exhibit 1625.

* * * * * * *

[fols. 18335-18374] GOVERNMENT EXHIBIT No. 1612

License and Lease No. HSF-82 from Hartford-Empire Company to Buck Glass Company. Dated January 11th, 1926. Hartford Single Feeder

* * * * * * *

[fols. 18375-18397] GOVERNMENT EXHIBIT No. 1613

License and Lease No. HSF-23 from Hartford-Empire Company to Carr-Lowrey Glass Company. Dated October 30, 1924. Hartford Single Feeder

* * * * * * *

[fol. 18398] SCHEDULE C

Annexed to License and Lease No. HSF-23. Dated October 30, 1924, between Hartford-Empire Company and Carr-Lowrey Glass Company of Baltimore, Maryland

Specification of Glassware Which May Be Made
Permitted Ware

The ware to be produced hereunder shall comprise (except as expressly excluded below under "Exclusions") all the articles named under this heading of Permitted Ware and made of the compositions of glass now commonly used for such articles, whether white, blue, amber or green, and not exceeding seventy-two (72) ounces in weight.

Blown Bottles, in so far as the same are included within the classes of glassware now commonly known in the glass industry as

Prescription and *Proprietary ware;* Being ware for containing medicines, including all bottles to be resold and filled with medicines.

Toilet Ware in so far as the same includes bottles for message cream, toilet water, perfumes, talcum powder and tooth powder and not otherwise.

Pressure Ware, provided however that not more than fifteen thousand (15,000) gross thereof in the aggregate shall be made in any one calendar year upon all feeders together under license during said year from Licensor to Licensee.

Wide Mouth Ware used for food containers but excluding narrow neck ware as said ware is now commonly known in the glass industry.

Hartford-Empire Co., by F. Goodwin Smith, V. Pres.

Carr Lowrey Glass Co., by (name illegible), Pr.

[fols. 18399-18416] Exclusions

The following articles are expressly excluded and shall not be produced under this license:

(a) Bulbs and tubing and cane all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes.

(b) Signal and optical ware.

(c) Ware intended and adapted for use where the heat resistance, chemical resistance or electrical properties of

such ware are of substantial values, provided such ware is made from glass having a linear coefficient thermal expansion of less than .000006 per degree Centigrade, or containing more than five per cent boric oxide, or having an electric strength or thermal endurance or chemical resistance higher than a glass containing 80% silica; 10% sodium oxide; 5% boric oxide and 5% calcium oxide.

(d) Ware intended and adapted for holding food in the process of cooking or sterilizing, other than ware intended and adapted for packages for storage and sale of goods or for transportation of goods.

(e) Mold-blown articles of glass in so far as the same are or may be used for electrical purposes or in connection with electric illumination.

(f) Ware which is pressed and not blown.

(g) Milk bottles and nursing bottles.

(h) Tumblers; fruit jars; lantern globes; gas globes; chimneys; vault lights; battery jars and battery containers; fish globes; display jars; tablet jars; insulators and drawn tube and cane.

Note: Exhibit 1613 is otherwise similar to exhibit 1625.

* * * * * * *

[fols. 18417-18442] GOVERNMENT EXHIBIT No. 1614

License and Lease No. HSF-10

From Hartford-Empire Company to Chattanooga Bottle & Glass Manufacturing Company

Dated August 21, 1923

Hartford Single Feeder

Note: Exhibit 1614 is otherwise similar to exhibit 1625.

* * * * * * *

[fol. 18443] GOVERNMENT EXHIBIT No. 1615

Sale of Paddle Needle Feeders and Single Feeders

This Agreement made this 10th day of June, 1924, between the Hartford-Empire Company, a corporation organized under the laws of Delaware, and having a place of business at Hartford, Connecticut, hereinafter called the Hartford Company, and the Corning Glass Works, a corporation organized under the laws of the State of New York and having a place of business in Corning, New York, hereinafter called the Corning Company, in consideration of the sum of Forty-Nine Thousand Five Hundred Seventy Four & 75/100ths Dollars ($49,574.75) paid by the Corning Company to the Hartford Company, receipt whereof is hereby acknowledged, and in further consideration of the promises of the Corning Company hereinafter set forth;

Witnesseth, that the parties hereto agree as follows, to wit;

Section 1—The Hartford Company hereby sells, assigns and transfers to the Corning Company the following described machines:

Hartford Standard Paddle Needle Feeder Number.... 8
Hartford Standard Paddle Needle Feeder Number.... 53
Hartford Standard Paddle Needle Feeder Number.... 54
Hartford Standard Paddle Needle Feeder Number.... 55
Hartford Standard Paddle Needle Feeder Number.... 56
Hartford Standard Paddle Needle Feeder Number.... 77
Hartford Standard Paddle Needle Feeder Number.... 78
Hartford Standard Paddle Needle Feeder Number.... 80
Hartford Standard Paddle Needle Feeder Number.... 89
Hartford Standard Single Feeder Number..... 9
Hartford Standard Single Feeder Number..... 14
Hartford Standard Single Feeder Number..... 35
Hartford Standard Single Feeder Number..... 36

[fol. 18444] said feeders being now located at Corning, N. Y.

Section 2—The Corning Company hereby agrees that it is purchasing all of said feeders solely for the uses which are set forth as licensed and granted to the Corning Company by a certain "Agreement Relating to Patent Rights and Formulas" dated October 6, 1922, made between the

said Corning Company and said Hartford Company and others and/or for such further and different or additional uses as to which the Corning Company may hereafter at any given time be licensed by the Hartford Company or its successors or assigns; and Corning Company agrees that it will use and cause and allow to be used all or any of the said feeders only for the purposes and under the conditions and upon the payments provided in said Agreement of October 6, 1922, and/or for such further and different or additional uses as set forth above.

In Witness Whereof the parties have hereunto and to a duplicate hereof, on the day and year first above written, caused their names and seals to be affixed, the Hartford Company acting herein by F. Goodwin Smith, its First Vice President, and the Corning Company by Alexander D. Falck, its President, both thereunto duly authorized.

Hartford-Empire Company, by F. Goodwin Smith, First Vice President. In presence of Herbert Knox Smith. Corning Glass Works, by Alexander D. Falck, President. In presence of W. H. Curtiss, Delphine Keagle.

In presence of Herbert Knox Smith, W. H. Curtiss, Delphine Keagle.

[fol. 18445] GOVERNMENT EXHIBIT No. 1616

Lease Agreement

Hartford-Empire Company and Corning Glass Works

This Lease made this 26th day of January, 1938 between Hartford-Empire Company, a corporation organized under the laws of the State of Delaware and having a place of business at Hartford, Connecticut (hereinafter designated as "Licensor") and Corning Glass Works, a corporation organized under the laws of the State of New York and having a place of business at Corning, New York (hereinafter designated as "Licensee"), witnesseth:

That Whereas the Licensor owns or controls certain letters patent of the United States relating to the manufacture of glassware, under which patents the Licensee holds a license for certain kinds of ware by virtue of the Agree-

ment relating to Patent Rights and Formulas dated October 6, 1922 between the parties hereto (hereinafter referred to as "Said Agreement").

And, Whereas, the Licensee is desirous of acquiring from the Licensor the use of certain glass feeding machines more specifically described in Schedule A annexed hereto and made a part hereof, hereinafter referred to as "Leased Machines".

Now, Therefore, in consideration of the covenants hereinafter set forth the parties hereto have agreed as follows:

1. The Licensor hereby leases to the Licensee the Leased Machines with the right to use the same in Continental United States in the manufacture of bulbs and/or parts thereof, for use in making electrical lamps and other electrical devices comprising sealed enclosures. .

2. This lease, unless sooner revoked or terminated as provided elsewhere herein, shall continue in force for an initial period of eight years from the date hereof. Licensee shall have the privilege, if claimed in writing before the expiration of the initial period, of one renewal for a sup- [fol. 18446] plemental period of eight years upon all the conditions hereof; provided, however, during said initial or supplemental period the Licensor holds an unexpired United States patent relating to the Leased Machines.

Licensee shall be entitled to take on lease additional such leased machines for the purposes and upon the conditions herein specified.

3. The Licensor retains, and shall continue to retain, complete title to said Leased Machines and all appurtenances thereto, subject only to the possession thereof by said Licensee, so long as this Lease is in force. Such Leased Machines shall become the property of the Licensee only if this lease be in force at the expiration of the last patent of the Licensor covering said Leased Machines and in such event without further payment.

4. The Licensee shall pay to the Licensor a license fee of Two Thousand Dollars ($2000) for each Leased Machine. Such fee for machines heretofore shipped shall be payable upon the execution hereof; for additional such machines, within thirty (30) days from the shipment thereof. Additional accessory, spare and renewal parts and replacements shall be furnished by the Licensor at its regular prices. The

Licensee shall further pay royalties to the Licensor on all good articles as inspected produced with the aid of said Leased Machines at the rates set forth in Schedule B hereunto attached.

5. The Licensee agrees to pay during the entire term of this lease a minimum royalty under this lease of not less than Fifteen Hundred Dollars ($1,500) per year for each Leased Machine, on or before the 30th day of January, for the year last preceding, the first year to commence when the first of said Leased Machines is placed in operation by the Licensee. The first and last of such payments shall be prorated according to the number of months in the first and last calendar year during which such minimum shall have been actually accruing; Provided, however, that no minimum royalty shall be due or payable hereunder for any calendar [fol. 18447] year for which the Licensee shall pay to the Licensor for the use of the Leased Machines total production royalties equal to the total minimum royalties required under this agreement.

6. The Licensee shall keep proper books of account of its operation under this lease which shall at all reasonable times be open to the inspection of the Licensor, or its duly authorized agents. The Licensee shall, on or before the thirtieth day of each month, furnish to the Licensor, properly certified detailed statements giving in itemized form its production under this lease for the preceding calendar month, and shall with such statements pay the royalties due for the said preceding month.

7. The Licensor shall at its own expense, carry good policies of insurance against fire on said Leased Machines in amounts believed adequate by Licensor. Licensee shall pay all taxes assessed against said Leased Machines, and shall hold and save the Licensor harmless against any and all damages and costs resulting from injury occurring to any of the said Licensee's employees, or others, on account of or in connection with said Leased Machines, subsequent to the installation thereof.

8. The Licensee shall keep, use and operate said Leased Machines and all parts thereof in a careful, safe, prudent, and proper manner; shall maintain the same in good order, damage by fire excepted; and shall not interfere with the proper operation thereof, or remove or deface any plates,

dates, numbers or inscriptions placed thereon by the Licensor. The Licensee shall promptly notify the Licensor of the need of any repairs or renewals of said Leased Machines, and the Licensee shall at its own expense effect such repairs and renewals, purchasing the necessary renewal parts from the Licensor. The Licensor agrees to furnish promptly such renewal parts at prices not in excess of the prices charged by responsible outside parties for parts of similar design, material and workmanship. If the Licensor declines or neglects so to furnish such parts, the Licensee [fol. 18448] may procure them elsewhere. Title to all repair and renewal parts furnished by Licensor shall be retained by Licensor, and title to all repair and renewal parts obtained by Licensee from persons other than the Licensor shall pass, when installed, to the Licensor.

9. In case the Licensee shall violate or fail to observe any of the conditions set forth in Sections 4, 5, 6, 7 and 8 of this lease, or shall cause the same to be violated, the Licensor shall have the right, at its option, to revoke and terminate absolutely this lease upon giving written notice to the Licensee of said revocation at least thirty (30) days before the time when such revocation is to take effect.

10. The Licensee may terminate this lease agreement, or may surrender its lease under any of said Leased Machines as of January 1st, 1942 by giving written notice to the Licensor at least thirty (30) days before the time when such termination is to take effect. No yearly minimum shall be payable on any Leased Machines, the right to use which is surrendered under this section, for any period subsequent to such surrender.

11. No termination or revocation of this lease under Sections 9 or 10 hereof, nor the use of the remedy of injunction, accounting or repossession shall, however, affect or in any way discharge the liability of the Licensee hereunder, to pay to the Licensor any sums then due, except as provided in Section 10.

12. In the event of termination of this lease under the provisions of Sections 9 or 10 hereof, the Licensee shall return to the Licensor the said Leased Machines and all appurtenances thereof, covered by this lease, in good condition, reasonable wear and use excepted, by delivering the same property crated and packed f.o.b. cars at any convenient

freight station near the plant of the Licensee. If said Licensee shall fail so to deliver the Leased Machines, the Licensor is hereby authorized to enter upon any premises where the said Leased Machines may be and take possession thereof and remove them.

[fols. 18449-18453] 13. The Licensor will, if requested in writing by the Licensee, furnish a competent foreman to direct and assist in the installation of said Leased Machines.

The Licensor will, if requested in writing by the Licensee, furnish a competent operator to instruct the Licensee's operators in the operation of the said Leased Machines for a period not exceeding two weeks from the time the said Leased Machines are respectively installed.

The Licensee will pay to the Licensor the entire cost incurred by the Licensor in furnishing a competent machinist, as above, and/or of furnishing a competent operator, as above, including the traveling and living expenses of the men furnished, plus ten per cent of said entire cost.

14. The Licensee may transfer to the General Electric Company, a corporation of New York, the custody and possession of the Leased Machines with the right to use them in the production of ware of the character for which they are leased to the Licensee. In such event the said General Electric Company shall be considered for the purpose of this lease as an agent of the Licensee and as such, subject to all the restrictions herein placed on the Licensee.

In Witness Whereof the parties hereto have hereunto set their hands and seals this 26th day of January, 1938 acting herein by their respective officers duly authorized therefor.

Corning Glass Works, by William H. Curtiss, Vice President.

Attest: Charles M. Reform, Asst. Treas.

Hartford-Empire Company, by F. Goodwin Smith, Pt.

Attest: Arthur I. Safford, Jr., Secretary.

[fol. 18454-15476] GOVERNMENT EXHIBIT No. 1617

General Agreement Between Hartford-Empire Company and Diamond Glass Company

This Agreement made this 27th day of March, 1933 between Hartford-Empire Company, a corporation of Delaware having its principal place of business at Hartford, Connecticut (hereinafter called "Hartford"), and Diamond Glass Company, a corporation of Pennsylvania having its principal place of business at Royersford, Montgomery County, Pennsylvania (hereinafter called "Diamond"),

• • • • • • •

[fols. 18477-18485] Schedule A

Annexed to General Agreement between Hartford-Empire Company and Diamond Glass Company, dated March —, 1933.

Machines Covered by Agreement

1. Six (6) glass feeders now located on Tank No. 1 and Tank No. 3 at the plant of Diamond. Two (2) of these feeders are Miller Feeders and to them will be affixed Hartford-Empire Company number plates designating these feeders as Type No. 10, Feeder Nos. 27 and 28. The other Four (4) of these glass feeders are known as O'Neill Feeders. To them will be attached Hartford-Empire Company number plates designating these feeders as Type No. 33, Feeder Nos. 11, 12, 13 and 14.

Note: General agreement in Exhibit 1617 is otherwise similar to Exhibit 152 (Hartford Lamb agreement).

[fol. 18486] Settlement Agreement

Hartford-Empire Company

and

Diamond Glass Company

This Agreement made this 27th day of March, 1933 between Hartford-Empire Company, a corporation of Delaware having its principal place of business at Hartford, Connecticut (hereinafter called "Hartford"), and Diamond

Glass Company, a corporation of Pennsylvania having its principal place of business at Royersford, Montgomery County, Pennsylvania (hereinafter called "Diamond"),

Witnesseth

Whereas Hartford is engaged in the manufacture of glass-working machinery and in the licensing of machinery and methods for the manufacture of glassware, and further, owns many inventions, applications for Letters Patent and patents of the United States relating to the manufacture of glassware, and

Whereas Diamond is engaged in the manufacture of glassware and prior to the date hereof has used certain glass-feeding machines which Hartford claims infringe certain patents of Hartford,

Whereas Diamond desires to effect a settlement for its [fol. 18487] past infringing uses of Hartford's patents,

Now, Therefore, in consideration of these premises and the covenants and payments hereinafter set forth, the parties agree as follows—

Section 1—Payment of Damages.

(a) Diamond hereby agrees to pay to Hartford the sum of Fifteen Thousand Dollars ($15,000). Said sum shall be payable in monthly installments of Three Hundred Seventy-five Dollars ($375) each, commencing April 15, 1933 and running for Forty (40) consecutive months. Diamond will execute a note payable to Hartford for said sum payable in the amounts and at the times herein specified.

(b) In the event that Diamond shall fail to make any of its monthly payments when the same shall become due, Hartford shall be entitled to revoke the General Agreement between the Hartford-Empire Company and Diamond Glass Company of even date herewith, or any individual license and lease issued thereunder, and to take possession of the machinery covered by said Agreement or by any of said individual licenses and leases, in the manner provided for in Sections 19 and 21 thereof; *Provided*, however, that this right of revocation and re-possession shall in no way affect any other remedy Hartford may have for the collec- [fol. 18488] tion of any of said monthly payments.

Section 2—Release. Hartford hereby releases Diamond from any and all claims and demands by Hartford in law or equity for profits and/or damages arising from infringement occurring prior to the date hereof of patents of Hartford in so far as said infringement consisted in the making, using or selling by Diamond of Seven (7) certain glass feeding machines as more specifically described in a Bill of Sale of even date herewith.

In Witness Whereof the parties have hereunto set their hands and seals, acting herein by their respective officers duly authorized therefor.

Hartford-Empire Company, by Roger M. Eldred, General Manager.

Attest, Arthur T. Safford, Jr.

Diamond Glass Company, by M. L. Latham, Treas.

Attest, Josiah, K. Steinmetz, Sec.

[fols. 18489-18494] Bill of Sale

In consideration of the sum of One Dollar ($1.00) and other valuable considerations, receipt of which is hereby acknowledged, Diamond Glass Company, a corporation of Pennsylvania having its principal place of business at Royersford, Montgomery County, Pennsylvania, hereby agrees to sell, assign and transfer, and does by these presents sell, assign and transfer to Hartford-Empire Company of Hartford, Connecticut, all right, title and interest to and in Seven (7) certain glass feeders now located at their plant at Royersford, above mentioned.

Two (2) of these glass feeders are known as "Miller Feeders" and to them, in accordance with the terms of a General agreement of even date herewith, will be affixed Hartford-Empire Company number plates, indicating that these feeders as Type No. 10, and are numbered 27 and 28.

The other Five (5) glass feeders are known as "O'Neill Feeders". In accordance with the agreement reached between the parties hereto One (1) of said feeders will be dismantled and to the remaining Four (4) feeders there will be affixed Hartford-Empire Company number plates indicating that these feeders are Type No. 33 and are numbered 11, 12, 13 and 14.

[fol. 18495] GOVERNMENT EXHIBIT No. 1618

Settlement Agreement

This Agreement made at Hartford, Connecticut, this 30th day of April, 1934, between Hartford-Empire Company, a corporation of Delaware having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford"), and Fairmount Glass Works, Inc., a corporation of Indiana having its principal place of business at Indianapolis, Indiana, (hereinafter called "Fairmount"),

Witnesseth

Whereas Hartford is engaged in the manufacture of glassworking machinery and in the licensing of machinery and methods for the manufacture of glassware, and further, owns many inventions, applications for letters patent and patents of the United States relating to the manufacture of glassware, and,

Whereas Fairmount is engaged in the manufacture of glassware, and prior to the date hereof has used certain glass-feeding machines and glassware forming machines, which Hartford claims infringe certain patents of Hartford,

Whereas Fairmount desires to effect a settlement for its [fol. 18496] past alleged infringing uses of Hartford's patents.

Now, Therefore, in consideration of these premises and the covenants hereinafter set forth, the parties agree as follows—

Section 1—Release. Hartford hereby releases Fairmount from any and all claims and demands by Hartford in law or equity for profits and/or damages arising from alleged infringement occurring prior to the date hereof of patents of Hartford in so far as said infringement consisted in the making, using or selling by Fairmount of fifteen (15) Rau feeders and one (1) Shawkee feeder, said feeders being more specifically described in Schedule A of a certain General Agreement between the parties of even date, and of eighteen (18) glassware forming machines more specifically described in Schedule B annexed to a certain forming machine agreement between the parties of even date herewith, and also which consisted in the use of any other feeder or feeder-fed forming machine.

Section 2. Transfer of Feeder and Former Inventions. Fairmount hereby sells, assigns and transfers to Hartford

all its rights, title and interest in and to the inventions and United States patents now owned or controlled by it, as follows:

No. 1,292,051, issued January 21, 1919
No. 1,325,331, issued December 16, 1919
No. 1,329,851, issued February 3, 1920
No. 1,491,067, issued April 22, 1924
No. 1,554,464, issued September 22, 1925
No. 1,539,598, issued May 26, 1925
No. 1,647,541, issued November 1, 1927.

[fol. 18497] Furthermore, Fairmount, at the request of Hartford, will execute such further documents as shall be necessary to vest title to such inventions, and patents in Hartford, and will also, at the request of Hartford, deliver such data and information as may be necessary to a full understanding and to the proof of such inventions and patents.

In Witness Whereof the parties have hereunto set their hands and seals, acting herein by their respective officers duly authorized therefor.

Hartford-Empire Company, by Alfred M. Pease, Asst. Gen. Mgr.

Attest, Arthur T. Safford, Jr.

Fairmount Glass Works, Inc., by John H. Rau, Pr.

Attest, Clayton B. Johnson, Sec'y.

[fols. 18498-18538] General Agreement Between Hartford Empire Company and Fairmount Glass Works, Inc.

This Agreement made and entered into at Hartford, Connecticut, this 30th day of April, 1934, between Hartford-Empire Company, a corporation of Delaware having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford") and Fairmount Glass Works, Inc., a corporation of Indiana, having its principal place of business at Indianapolis, Indiana, (hereinafter called "Fairmont"),

Note: General agreement in exhibit 1618 is otherwise similar to exhibit 152 (Hartford-Lamb agreement).

[fols. 18539-18558] Bill of Sale

In consideration of the sum of One Dollar ($1.00) and other valuable considerations, receipt of which is hereby

acknowledged, Fairmount Glass Works, Inc., a corporation of Indiana having its principal place of business at Indianapolis, Indiana, hereby agrees to sell, assign and does by these presents sell, assign and transfer to Hartford-Empire Company of Hartford, Connecticut, all right, title and interest to and in fifteen (15) Rau type glass feeders and one (1) Shawkee type glass feeder now located in the plant of said Fairmount Glass Works, Inc., at Indianapolis, Indiana.

To said feeders, in accordance with an Agreement of even date herewith, shall be affixed Hartford-Empire Company number plates as indicated below—

No. of Feeders	Type	Hartford-Empire Co Number Plate
15	Rau	1 to 15 inclusive
1	Shawkee	1

In Witness Whereof said Fairmount Glass Works, Inc., by its President duly authorized therefor, hereunto sets its hand and seal this 30th day of April, 1934.

Fairmount Glass Works, Inc. by Johns H. Dunkle.

Attest Clayton B. Johnson, Secy.

[fols. 18559-18586] GOVERNMENT EXHIBIT No. 1619

License and Lease No. H. S. F. 437 from Hartford-Empire Company to The Federal Glass Company Columbus, Ohio Dated August 16, 1940. Hartford Single Feeder No. 554.

Note: Exhibit 1619 is otherwise similar to exhibit 1624.

[fol. 18587] GOVERNMENT EXHIBIT No. 1620

License and Lease No. M. F.-26 from Hartford-Empire Company to Antonio Scalise, doing business as The Florida Glass Manufacturing Co. Dated August 2, 1935. Miller Feeder No. 75.

[fol. 18588] March 31st 1937.

Florida Glass Manufacturing Company, Jacksonville, Florida.

Attention: Mr. Antonio Scalise

GENTLEMEN:

In accordance with Mr. A. M. Pease's discussion with you when he visited you recently in Florida, it is in order to amend Schedule C of your Licenses and Leases Nos. MF-26 and 27 dated August 2, 1935 and covering Miller Feeders Nos. 75 and 76 and also to amend Schedule C of the Forming Machine Agreement of the same date.

The purpose of this amendment is to increase the limit on your production of milk and cream bottles and to add Orange Juice Bottles to your Field of Ware. Therefore, it is hereby agreed that Schedule C of the above agreements under the heading "Permitted Ware" shall be amended by rewriting paragraph 1 thereof as follows:

"1. Milk and Cream Bottles intended and adapted for use by dairies, *Provided*, however, that Licensee shall not produce in any calendar year on any or all machines licensed to it by Licensor, more than Twenty-seven Thousand, Five Hundred (27,500) gross of such bottles."

Said Schedule C shall be further amended by the addition thereto of the following item:

"9. Orange Juice Bottles for dairies."

* * * * * * *

Please sign both copies of this letter in the spaces provided below, returning one copy of the letter to us for our [fols. 18589-18611] files.

This amendment is to take effect as of January 1st, 1937.

Very truly yours, Hartford-Empire Company Arthur T. Safford, Jr. Secretary.

JRH:SC

Jacksonville, Florida March 31st, 1937

Florida Glass Manufacturing Company hereby concurs in and accepts the foregoing, subject to all conditions thereof.

Florida Glass Manufacturing Company by A. Scalise.

[fol. 18612-18613] SCHEDULE A

Annexed to License and Lease No. MF-26 Dated August 2, 1935, Description of Machinery Licensed and Leased Miller Feeder No. 75.

A certain feeder located at the plant of Licensee known as the Miller Feeder, and to which will be attached Hartford-Empire number plate designating said feeder as Type No. 10, Serial No. 75.

[fol. 18614] SCHEDULE C

Annexed to License and Lease No. MF-26 Dated August 2, 1935, Specification of Glassware which may be Made.

Permitted Ware

The ware to be produced hereunder shall comprise (except as expressly excluded below under "Exclusions") all the articles named under this heading of Permitted Ware and made of the compositions of glass now commonly used for such articles, whether flint, blue, amber or green (but excluding opal), and not exceeding one hundred twenty-eight (128) ounces in weight.

1. Milk and cream bottles; Provided, however, that Licensee shall not produce in any calendar year on any and all feeders licensed to it by Licensor more than Twenty-one Thousand (21,000) gross of such bottles, and Provided further that the first and last year's production hereunder shall be prorated according to the number of months during which this License and Lease shall have been in effect in the first and last calendar years respectively.

2. Cheese jars for dairies.

3. Bottles for pressure beverages, not to include, however, bottles for carbonated water nor siphon bottles; Provided that Licensee shall not produce in any one calendar year on any and all feeders licensed to it by Licensor more than a total of Seven Thousand (7,000) gross of these bottles, the manufacture of which is hereby permitted, and Provided further that the first and last year's production hereunder shall be prorated according to the number of months during which this License and Lease shall have

been in effect during the first and last calendar years respectively.

[fols. 18615-18631] 4. Bottles for proprietary medicines, but not to include prescription bottles.

5. Liquor ware.

6. Wines.

7. Beers.

8. Containers for foods, limited, however, to the following——

(a) Mayonnaise.
(b) Peanut Butter.
(c) Honey.
(d) Preserves.
(e) Syrups.

Finishes having distinctive screw threads known as the "G" 70 mm and the 87-5/16 mm wide-mouth Mason finishes capable of hermetically sealing on a sealing shoulder with regular standard Mason "G" and wide-mouth caps or on the top edges with glass or metal lids and screw thread bands shall not be formed on any of the articles, the production of which is permitted above under the heading "Permitted Ware".

Note: Exhibit 1620 is otherwise similar to Exhibit 1625.

[fols. 18632-18660] GOVERNMENT EXHIBIT No. 1621

License and Lease No. H S F 56. From Hartford-Empire Company to Upland Flint Bottle Company. Dated June 4th, 1925. Hartford Single Feeder.

Note: Exhibit 1621 is otherwise similar to Exhibit 1625.

[fols. 18661-18681] GOVERNMENT EXHIBIT No. 1622

License and Lease No. H S F 318. From Hartford-Empire Company to Gayner Glass Works, Salem, New Jersey. Dated December 31st, 1935. Hartford Single Feeder No. 364.

[fol. 18682] Schedule C

Annexed to License and Lease No. H S F 318. Dated December 31st, 1935.

Specification of Glassware Which May Be Made

Permitted Ware

The ware to be produced hereunder shall comprise (except as expressly excluded below under "Exclusions") all the articles named under this heading of Permitted Ware and made of the compositions of glass now commonly used for such articles, whether flint, blue, amber or green (but excluding opal), and not exceeding one hundred twenty-eight (128) ounces in weight except as hereinafter provided:

(1) Blown bottles, judges and demijohns for water and for pharmaceutical and for manufacturing chemists' products; Provided, however, that such ware shall not include articles commonly termed in the trade as "Prescription Ware."

The articles specified in paragraph (1) above may exceed One Hundred Twenty-eight (128) ounces in weight, but shall not exceed Thirty (30) pounds in weight.

(2) Bottles and jugs for proprietary medicines; provided, however, that such ware shall not include any articles now commonly known in the trade as "Prescription Ware."

(3) Bottles and jugs for extracts for making soft drinks, also for wines of One-half or One Gallon capacities.

(4) Narrow neck bottles, jugs and demijohns to be used for vinegars, cider, syrup, bleaching fluids, hair tonics, barbers supplies, and fluid extracts.

[fol. 18683] (5) Battery jars and battery containers, either blown or purely pressed.

(6) Pressed battery covers, battery sand bases and battery oil insulator supports.

(7) Fonts for oil stoves.

(8) Pressed refrigerator drip pans.

(9) Bottles for mushroom spawn.

(10) Bottles for horse radish.

(11) Polishes.

(12) Glue and mucilages.

(13) Inks.

(14) Oil bottles.

(15) Bottles for citrate of magnesia.

(16) Wide-mouth food containers; provided, however that the Licensee shall not make more than Fifteen Thousand (15,000) gross of such ware in any one year upon all equipment licensed to it by the Licensor, and provided further that none of the ware hereby permitted shall have the finish commonly known as the "G" or Mason finish, as illustrated by drawing No. 4512 "Deep Continuous Screw Thread Finish" approved March 5, 1931, by the Standardization Committee of the Glass Container Association of America, with a sealing shoulder, but such ware may be produced with the "G" or Mason finish, provided the shoulder is nonsealing.

(17) Bottles for club sauce, to be produced only for the Airpack Worcestershire Sauce Company of New York.

(18) Sambo Chocolate Drink Bottles for Sambo Dairy Products Company only. It is understood that the making of such ware shall not be subject to the limit specified in Paragraph 16 above.

(19) Pressed or blown stoppers for the foregoing types of ware and also for Carboys.

[fols. 18684-18699] Exclusions

The following articles are expressly excluded and shall not be produced under this license:

(a) Bulbs and tubing and cane all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes.

(b) Signal and optical ware.

(c) Ware intended and adapted for use where the heat resistance, physical strength, chemical resistance or electrical properties of such ware are of substantial value, provided such ware is made from glass having a linear coefficient of thermal expansion of less than .000006 per degree Centigrade, or containing more than five per cent boric oxide, or having an electric strength or thermal endurance or chemical resistance higher than a glass containing 80% silica, 10% sodium oxide, 5% boric oxide and 5% calcium oxide.

(d) Ware intended and adapted for holding food in the process of cooking or sterilizing, other than ware intended

and adapted for packages for storage and sale of goods or for transportation of goods.

(e) Mold-blown articles of glass in so far as the same are or may be used for electrical purposes or in connection with electric illumination, excepting only battery jars & battery containers as stated in permitted ware above.

(f) Ware which is pressed and not blown, except as expressly permitted under permitted ware above.

(g) Milk bottles and nursing bottles.

(h) Tumblers; fruit jars; lantern globes; gas globes; chimneys; vault lights; battery jars and battery containers; fish globes; display jars; tablet jars; insulators and drawn tube and cane.

Definition of fruit jars—The term "fruit jars," as used herein, shall mean fruit jars for domestic (household) use, which, as defined herein, shall mean generally the term as used in the glass industry—the intent being to include all kinds and sizes of the regular Mason jar with sealing shoulder with screw thread that fits regular Mason fruit jar caps; Lightning style fruit jars; and other sealing jars, intended to be shipped to the trade to be sold empty to the ultimate consumer, either with or without caps; but not to include jars manufactured for packers to be filled by them before selling to their trade.

(i) Marbles and Lithographers' balls.

(j) Vacuum bottles.

Note: Exhibit 1622 is otherwise similar to Exhibit 1625.

[fol. 18700] August 25, 1931.

Long Beach Glass Company, Daisy Avenue at 15th Street, Long Beach, California.

Gentlemen:

Whereas Long Beach Glass Company now has under license from Hartford-Empire Company Hartford Single Feeders Nos. 262, 263 and 264, covered respectively by Licenses and Leases Nos. HSF-180, 181 and 182, all dated July 27, 1929,

Hartford-Empire Company hereby extends the Permitted Field of Ware under the said Licenses by the following addition, which is hereby licensed:

2. (f) Jars and/or bottles for chocolate beverages only, provided that said jars and/or bottles shall not be produced for any use as milk or cream jars or bottles and if so used contrary to this provision this License to make such jars or bottles may, at any time, be revoked by the Licensor, and

Provided, further, that all of said jars and/or bottles shall carry a label or mark in the glass thereof, plainly in- [fol. 18701] dicating that said jars or bottles are for use or uses other than for milk bottles or jars.

Very truly yours, Hartford-Empire Company, by Herbert Knox Smith, Secretary. September 1st, 1931.

Long Beach Glass Company hereby accepts and concurs in the foregoing extension of Permitted Fields of Ware of Licenses Nos. HSF-180, 181 and 182.

Long Beach Glass Company, by F. P. Dickerson, Sec. Treas.

HKS:RLB.

[fols. 18702-18711] GOVERNMENT EXHIBIT No. 1623

License and Lease No. H S F 180 from Hartford-Empire Company to Long Beach Glass Company, Long Beach, California. Dated July 27, 1929. Hartford Single Feeder 262.

[fols. 18712-18725] Section 15

Acknowledging Validity of Patents

(a) So long as this License remains in force, the Licensee agrees not to dispute the validity of the Letters Patent under which this License is granted, so far as these patents apply to the methods and machines which are hereby licensed to the Licensee.

(b) In case such final decree shall declare to be void all or substantially all of the Licensor's patents embodied in and relating to the said leased machinery, so that the Licensee is thereby evicted from all or substantially all of the benefits of this license and lease, then and in that case

the Licensee may at its option revoke and terminate this license and lease, in which event the Licensee shall thereupon restore to the Licensor all of the said leased machinery and its appurtenances as provided in Section 19 hereof, and shall thereupon be relieved from paying further minimum royalties. Provided, however, that until such revocation and restoration the Licensee shall continue to be bound by all the covenants and provisions of this license and lease.

Note: This form of section 15 appears in all later exhibits which are license and lease contracts.

Note: Exhibit 1623 is otherwise similar to exhibit 1625.

[fol. 18726] GOVERNMENT EXHIBIT 1624

License and Lease No. HSF 339

From

Hartford-Empire Company

To

Glenshaw Glass Company, Inc.

Glenshaw, Pennsylvania

Dated October 8, 1936

Hartford Single Feeder No. 390

Edition December, 1935

[fol. 18727] Index

Hartford-Empire Company

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[fol. 18728] License and Lease No. H S F-339

Preamble

This License And Lease, made this 8th day of October, 19336, between the Hartford-Empire Company, a corporation organized under the laws of the State of Delaware and having a place of business at Hartford, Connecticut, hereinafter designated as Licensor, and Glenshaw Glass Company, Inc. a corporation organized under the laws of the State of Pennsylvania and having a place of business at Glenshaw, Pennsylvania, hereinafter designated as Licensee,

[fol. 18729] Witnesseth: That whereas the Licensor owns or controls certain Letters Patent of the United States, some of which are set forth in Schedule E annexed hereto and certain applications now pending for Letters Patent of the United Statese, relating to the manufacture of glassware, and

Whereas the Licensee is engaged in manufacturing glassware, having a plant for that purpose at Glenshaw, Pennsylvania and desires to use in said business at said plant machinery known as the "Hartford Single Feeder" and de-

scribed in Schedule A annexed hereto, said machinery embodying inventions shown in some or all of said letters patent and patent applications,

Now, Therefore, in consideration of the covenants and royalties hereinafter set forth, and a license fee of Twenty-five Hundred Dollars ($2500) to be paid by said Licensee to said Licensor in the following manner Twelve Hundred and Fifty Dollars ($1250) to be paid in cash upon the execution and delivery of this license and lease and the balance of Twelve Hundred and Fifty Dollars ($1250) within sixty (60) days after the "Hartford Single Feeder" is ready for shipment to Licensee, it is hereby mutually agreed as follows:

[fol. 18730]

Section 1

Extent of License and Lease

The licensor hereby leases to the Licensee and hereby licenses the Licensee to use the said Hartford Single Feeder, said machinery, together with all devices and mechanisms used in connection therewith and furnished by Licensor under this license and lease being hereinafter referred to as "leased machinery;" Provided, However, that this license and lease is limited and confers only the right to use said leased machinery in continental United States, and in the manner and for the purpose hereinafter set forth.

Section 2

Preparation for Installation

The Licensee agrees, upon receiving drawings and lists showing locations and dimensions of said leased machinery, to furnish and have ready proper floor space, foundations, connection between tank and forehearth, piping, tools, motor, power and such other adjuncts and equipment as are required to perfect the installation of said leased machinery.

Section 3

Delivery and Installation

The Licensor, as soon as reasonably possible after the provisions of Section 2 have been complied with, shall deliver said leased machinery f. o. b. rail shipment at place of manufacture, and shall aid in installing said leased machinery as provided in Schedule "B" annexed hereto.

The Licensee agrees to proceed diligently with the installation of said leased machinery as soon as the same is delivered, and to accept the leased machinery and pay royalties to the Licensor as hereinafter provided.

[fol. 18731] Section 4

Term

This license and lease, unless sooner revoked or terminated as provided elsewhere herein, shall remain in force for an initial period of Eight (8) years from the date of this license and lease. The Licensee shall have the privilege, if claimed in writing before the expiration of the said initial period, of one renewal for a supplemental period of Eight (8) years, upon all the conditions hereof, except as to installation and further renewal, and without additional license fee for such renewal.

Section 5

Licensor Retains Title

It is understood and agreed that the Licensor and its successors and assigns, retains, and shall continue to retain, complete title to said leased machinery subject only to the possession and use thereof by Licensee during the term of this license and lease.

Section 6

Place and Nature of Use

Said leased machinery and all improvements thereon shall be used only for manufacturing the glassware defined as "Permitted Ware" in Schedule "C" annexed hereto, and only at said plant of Licensee or at a plant owned by the Licensee.

Said leased machinery and all improvements thereon shall be used for delivering glass to only one forming machine, and not otherwise.

[fol. 18732] Section 7

Prohibition of Assignment

The said leased machinery shall be used only by the Licensee or its operatives. Neither the said leased machin-

ery nor any part thereof nor this license and lease shall be transferred, assigned or sub-let by the Licensee, except to the purchaser of the entire business of the Licensee. If either be otherwise transferred, assigned or sub-let, or if the Licensee discontinues for a period of more than one year the production of glassware under this license and lease, or if proceedings in bankruptcy are commenced by or against the Licensee, or if a receiver is appointed over the Licensee, or if the Licensee makes any general transfer or assignment for the benefit of creditors, then and in any such case this license and lease may, at the option of the Licensor, be terminated as provided for in Section 17.

Section 8

Changes, Additions and Improvements

No changes, additions, or subtractions, other than reasonable and necessary repairs and other than necessary or proper safety appliances, shall be made in or to said leased machinery except by consent of both parties to this license and lease, or except as provided in Section 16 hereof in the event of injunction, and except as provided in this Section for improvements; and all changes and additions, when made, shall become the property of the Licensor. Complete title to all patent rights at any time possessed during the term of this license and lease by the Licensee covering such changes and additions shall be transferred to the Licensor.

The Licensee shall, during the term of this license and lease, be given the benefit, for the purposes set forth in this license and lease, of any and all improvements for use in and upon said leased machinery, which may be devised, developed or acquired by the Licensor, if and when said improvements shall, with the express consent of the Licensor, have been used commercially in the United States upon said leased machinery in the making of glassware or [fol. 18733] upon machinery of identical type used by other licensees of the Licensor. In such event the Licensor will, upon written request of the Licensee, furnish to the Licensee with reasonable promptness such parts as may be needed to apply the said improvements to the said leased machinery, at prices similar to those charged by Licensor for such parts to other similar licensees. Such improve-

ments shall be used by the Licensee only in or upon the said leased machinery, and only during the term of this license and lease. All parts displaced from said leased machinery by the said improvements shall be returned to the Licensor.

The word "improvements" when used in this license and lease, shall be held to mean only (1) substitution of new parts for old parts of said leased machinery; (2) changing old parts thereof; or (3) addition of new devices which are intended and adapted to become integral portions of such machinery and to perform only one or more of the original functions of such machinery; and not otherwise.

Section 9

Accounting

The Licensee shall keep proper books of account during its entire operation under this license and lease, showing the length of time that said leased machinery is operated each day, and the number, kinds and sizes of glassware produced each day by said machinery, and all other facts necessary or advantageous for carrying out the purpose of this license and lease, all in such form, within reasonable limits, as shall be specified by the Licensor.

Such books shall at all reasonable times be open to the inspection of the Licensor, or its duly authorized agents. The Licensee shall, on or before the tenth day of each month, furnish to the Licensor, upon blanks provided by the latter, properly certified detailed statements giving in itemized form all the data mentioned in this Section, so far as may be required by the Licensor, for the preceding calendar month.

[fol. 18734]

Section 10

Royalties

The Licensee shall pay to the Licensor during the term of this license and lease, royalties on all merchantable glassware produced by or with the aid of said leased machinery from the completion of its installation, at the rates per gross, for the respective items of ware, provided in Schedule "D" annexed hereto.

All of said royalties shall be paid monthly, at the Licensor's office in New York funds, on or before the fifteenth day of each month, for and upon all merchantable glassware

manufactured by the Licensee under this license and lease, during the preceding calendar month.

Section 11

Minimum Royalty

The said Licensee shall pay in royalties a minimum royalty under this license and lease of not less than Fifteen Hundred (1,500) Dollars per year, to commence ninety (90) days after said leased machinery is ready to ship to Licensee, and to be payable in New York funds, on or before the fifteenth day of January, for the year last preceding, during the entire term of this license and lease, including the said supplemental period, if entered upon, of Eight (8) years, subject to the provisions of Section 18. The first and last payments hereunder shall be prorated according to the number of months during which such minimum royalty shall have actually been accruing in the first and last calendar years respectively; Provided, however, that no minimum royalty shall be due or payable hereunder for any calendar year for which the Licensee shall pay to the Licensor for the use of all feeders under license and lease during such year, total production royalties equal to the total minimum royalties required under licenses and leases covering such feeders for that year.

[fol. 18735] Section 12

Insurance—Taxes—Liability for Injury

The Licensee shall also at its own expense, procure and place in the hands of the Licensor good policies of insurance against fire to the amount of the full insurable value of said leased machinery payable in case of loss to the Licensor; shall also pay all taxes assessed against said leased machinery, and shall hold and save the Licensor harmless against any and all damages and costs resulting from injury occurring to any of the said Licensee's employees or others on account of or in connection with said leased machinery, subsequent to the installation thereof.

Section 13

Operation of Machinery

The Licensee shall keep, use and operate said leased machinery and all parts thereof in a careful, safe, prudent,

and proper manner; shall maintain the same in good order, damage by fire excepted as hereinafter set forth in Section 21 hereof; and shall not interfere with the proper operation thereof, or remove or deface any plates, dates, numbers or inscriptions placed thereon by the Licensor. The Licensee shall promptly notify the Licensor of the need of any repairs or renewals of said leased machinery, and the Licensee shall at its own expense effect such repairs and renewals, purchasing the necessary renewal parts from the Licensor. The Licensor agrees to furnish promptly such renewal parts at prices not in excess of the prices charged by responsible outside parties for parts of similar design, material and workmanship. If the Licensor declines or neglects so to furnish such parts, the Licensee may procure them elsewhere. Title to all repair and renewal parts furnished by Licensor shall be retained by Licensor, and title to all repair and renewal parts obtained by Licensee from persons other than the Licensor shall pass, when installed, to the Licensor.

[fol. 18736]

Section 14

Inherent Defects

The Licensor shall remedy and make good without charge, any inherent defects appearing in the materials of said leased machinery, during one year from date of installation.

It is agreed between the parties hereto that no obligation whatsoever rests upon or is assumed by the Licensor that other machinery and equipment of the Licensee or of others will operate successfully or efficiently in conjunction with the said leased machinery of the Licensor.

Section 15

Acknowledging Validity of Patents

(a) The Licensee agrees so long as this license remains in force, that, it will not dispute the validity of the Letters Patent under which this License is granted, some of which are set forth in Schedule E annexed hereto, so far as these patents apply to the methods and machines which are hereby licensed to the Licensee.

(b) In case a final decree shall declare to be void all or substantially all of the Licensor's patents relating to the said leased machinery, so that the Licensee is thereby

evicted from all or substantially all of the benefits of this license and lease, then and in that case the Licensee may at its option revoke and terminate this license and lease, in which event the Licensee shall thereupon restore to the Licensor all of the said leased machinery and its appurtenances as provided in Section 19 hereof, and shall thereupon be relieved from paying further minimum royalties. Provided, however, that until such revocation and restoration the Licensee shall continue to be bound by all the covenants and provisions of this license and lease.

[fol. 18737] Section 16

Protection of Licensee from Infringement Claims—Liability for Non-Performance

(a) The Licensor will at its own expense save and hold the Licensee harmless against damages and costs recovered in any suits brought against the Licensee for alleged infringement of patents based on the use of the said leased machinery, but only to the extent of the royalties which shall have been paid by the Licensee for the use of said leased machinery during and for the period of infringement and before the judgment for such recovery, said period not to exceed, however, the twenty-four months immediately preceding such judgment. The Licensor shall, upon the written request of the Licensee, defend any such suits, unless or until the Licensor shall elect to effect a settlement thereof. The Licensee shall promptly inform the Licensor of any such suit, or any threat or probability thereof, coming to the knoweledge of the Licensee, and shall, at the Licensor's expense, fully and freely aid the Licensor in defending the same; and shall further promptly inform the Licensor of any infringement of the Licensor's patents coming to the knowledge of the Licensee.

(b) The Licensor shall have the right to intervene in and defend, as a party thereto, any suit brought against the Licensee during the term hereof which involves any contention that the making, selling or use of such leased machinery, or any improvement or part thereof, constitutes an infringement of any patent.

(c) In case the Licensor shall be delayed in the performance of, or be rendered unable to perform, all or any part of its obligations under this license and lease, by rea-

son of strikes, unavoidable accident, acts of God, the non-arrival of machines or materials, or if the installation or operation of the said leased machinery shall be delayed or stopped by the process or order of any court of competent jurisdiction, the Licensor shall not be liable to the Licensee for any loss, delay or damage incurred thereby, except for damages recovered for infringement as set forth and limited above in this Section, Provided, however, that if the right of the Licensee to use the said leased machinery, or any part [fol. 18738] thereof, shall be suspended by reason of an order, decree or injunction issued by any court of competent jurisdiction, then during the continuance of restraint by such order, decree or injunction, or until the Licensor shall have substituted other machnery or parts as hereinafter set forth, which said Licensor agrees to do as promptly as is reasonably possible, the minimum royalty as set forth in Section 11 hereof shall be waived.

(d) In the event of such an order, decree or injunction being issued against any part or parts of said leased machinery, the Licensor reserves the right to substitute with reasonable promptness other mechinery or parts for those involved in the injunction and at no cost or charge to the Licensee. The part or parts so substituted shall be of an efficiency substantially equal to that of the part or parts so involved in said order, decree, or injunction and shall immediately become subject to all the provisions of this license and lease.

(e) In the event that such order, decree or injunction shall become permanent against any part or parts of said leased machinery, and no substitution of machinery or parts shall have been made with reasonable promptness as above stated, then in that event this license and lease shall cease and terminate in all its provisions, and if the said event occurs during the first Three (3) yers of the term of this license and lease, the Licensee shall be entitled to receive back the said license fee paid by it, after deducting therefrom such proportion thereof as the elapsed time under this license and lease shall bear to the said three years.

[fol. 18739]

Section 17

Right of Revocation

In case the Licensee shall violate or fail to observe any of the conditions set forth in Sections 1, 3, 6, 7, 8, 9, 10, 11,

12, 13, 20 and 21 of this license and lease, or shall cause the same to be violated, the Licensor shall have the right at its option, to revoke and terminate absolutely, this license and lease upon giving written notice to the Licensee of said revocation at least thirty (30) days before the time when such revocation is to take effect.

Except as provided in Sections 15, 16, 18 and 21, no termination or revocation whatsoever of this license and lease under any section hereof, nor the use of the remedy of injunction, accounting or re-possession shall, however, affect or in any way discharge the liability of the Licensee hereunder, to pay and to continue to pay to the Licensor, the minimum royalty provided by Section 11 hereof, for and during the entire term of this license and lease, including its supplemental eight year period if entered upon, nor shall any royalties paid by said Licensee be returned.

Section 18

Commutation of Minimum Royalties

It is further agreed that in the event of revocation by the Licensor under the provisions of Section 17, the Licensee, in lieu of its obligation therein provided to pay the said minimum royalties throughout said entire term, may at its option wholly discharge said obligation by paying to the Licensor, within sixty days after said revocation, a lump sum equal to fifty (50) per cent of the total minimum royalties which would under this license and lease be payable during the remainder of said term, including its said supplemental period if entered upon; and it is further agreed, that the Licensee may at any time during said term, including said supplemental period, revoke and terminate this license and lease in its option, by giving written notice to the Licensor sixty (60) days beforehand of its intention so to revoke and by paying to the Licensor within said sixty days a lump sum in discharge calculated as above set forth in this Section.

[fol. 18740] Section 19

Re-possession of the Machinery

Upon the termination of this license and lease at the end of its initial or supplemental period, or sooner as herein provided, or in the event the license fee specified herein is

not paid as agreed the Licensee shall return to the Licensor the said leased machinery and all appurtenances thereof, covered by this license and lease, in good condition, reasonable wear and use excepted, by delivering the same properly crated and packed f. o. b. cars at any convenient freight station near the plant of the Licensee. If said Licensee shall fail so to deliver the machinery, the Licensor is hereby authorized to enter upon any premises where the said leased machinery may be and take possession thereof and remove it.

Section 20

Inspection

Duly authorized agents or employees of the Licensor shall at all reasonable times be allowed access to the said leased machinery for the purpose of inspecting the same and its operation and use, and the Licensee shall afford all reasonable facilities therefor.

Section 21

Fire Loss

(a) In the event that the said leased machinery shall be damaged by fire so as to cause a suspension of production therewith the Licensee shall immediately give written notice to the Licensor as to the extent and nature of the damage to the said leased machinery and as to the plans and intentions of the Licensee relative to repairing the damage and resuming operations under this license and lease.

(b) In the event of such damage by fire, the Licensor, if so requested in the said notice, shall at its own expense and to an extent not exceeding the amount of insurance received, [fol. 18741] provide the Licensee with the machinery or parts thereof necessary to repair or replace the damaged machinery or parts. The Licensee shall at its own expense promptly and diligently proceed to install the said machinery or parts thereof. From the time when said notice is received by the Licensor and thereafter during only such time, not exceeding six months, as may be necessary for providing and installing the said machinery or parts, the minimum royalty set forth in Section 11 hereof shall be waived.

(c) If the Licensee shall not within six (6) months after the occurrence of the fire rebuild or otherwise repair the damage and resume operation under this license and lease, or if the Licensee shall fail to resume the payment of royalties when due, then in any of these cases the Licensor shall have the right at its option to revoke and cancel this license and lease.

Section 22

Waiving of Conditions

None of the terms of this license and lease shall be held to have been waived or altered unless such waiver or alteration is in writing, signed by an officer of the Licensor, expressly authorized thereto.

[fol. 18742] In Witness Whereof each of the parties hereto has caused this license and lease to be executed in duplicate, in its name and behalf, as of the day and year first above written, the Hartford-Empire Company by Name of Officer: Arthur T. Safford, Jr. Official Title: Secretary and Licensee: Glenshaw Glass Company, Inc. by Name of Officer: S. B. Meyer. Official Title: Treasurer both thereto duly authorized.

Licensor's Signature

Hartford-Empire Company, by Name of Officer: Arthur T. Safford, Jr. Official Title: Secretary. (Seal.)

In presence of: John R. Hobson, Ada J. Cornwall.

Licensee's Signature

Licensee: Glenshaw Glass Company, Inc., by Name of Officer: S. B. Meyer. Official Title: Treasurer. (Seal.)

In presence of: Albert C. Meyer, John W. Heinl, Jr..

[fol. 18743] Licensor's Affidavit

State of Connecticut,
County of Hartford, ss:

On the 3rd day of October in the year one thousand, nine hundred and thirty-six (1936) before me personally came Arthur T. Safford, Jr., to me known, who being by me duly

sworn did depose and say that he resides in West Hartford, Connecticut, and that he is Secretary of Hartford-Empire Company, one of the parties described in, and which executed the above license and lease; and that he executed the same for and in behalf of the said Corporation and affixed the seal of said corporation thereto by order of the Board of Directors of said Corporation, and that he knows the said seal to be the seal of the said Corporation.

Ada J. Cornwall, Notary Public. (Seal.)

[fol. 18744] Licensee's Affidavit

STATE OF PENNSYLVANIA,
County of Allegheny, ss:

On this 30th day of September in the year one thousand, nine hundred and thirty-six (1936) before me personally came S. B. Meyer to me known, who being by me duly sworn did depose and say that he resides in Fox Chapel Borough and that he is Treasurer of the Glenshaw Glass Company, Inc., one of the parties described in and which executed the above license and lease; and that he executed the same for and in behalf of the said Corporation and affixed the seal of said Corporation thereto by order of the Board of Directors of said Corporation, and that he knows the said seal to be the seal of the said Corporation.

George W. Seel, Notary Public. (Seal.)

My commission expires March .., 1937.

[fol. 18745] SCHEDULE A

Annexed to License and Lease No. H S F-339. Dated October 8, 1936. List of Machinery and Accessories Furnished.

Single Feeder No. 390

1. 1 Hartford Single Feeder equipped with parts shown below adapted to cover range of ware specified elsewhere in this contract ..... Class 144

4 Shear Cams	Orifice Support
4 Plunger Cams	Spout Casing
1 Set Drop Guides	Shear Shanks
1 Set Ring Holders	

Not including the following parts:

Spout	Plunger
Orifice Ring	Plunger Chuck
Tube	Shear Blades
Spout Cover	

2. 1	Set Base Plates and Forehearth Shoe for Front Support	Class 144
3. 1	Set Metal Parts for Forehearth including Burner Equipment except pipe fittings	" "
4. 1	Set Clay Parts for Front Section of Forehearth	" "
5. 1	Interceptor Mechanism	" "
6. 1	Plain Chain Drive Mechanism excepting Motor and Starter, but including Chains and Sprockets adapted to cover range of ware specified elsewhere in this contract	" "
7. 1	Machine Synchronizer	" "
8. 1	Set Single Feeder Operating Tools	" "
9. 1	Shear Water Spray Device	" "

[fol. 18746] SCHEDULE B

Annexed to License and Lease No. H S F-339. Dated October 8, 1936

Installation of Machinery

1. The Licensor will furnish free of charge to the Licensee such general supervision as the Licensor may deem necessary in connection with the installation of the leased machinery set forth in Schedule "A" annexed hereto.

2. The Licensor will, if requested in writing by the Licensee, furnish a competent machinist to direct and assist in the said installation.

3. The Licensor will, if requested in writing by the Licensee, furnish a competent operator to instruct the Licensee's operators in the operation of the said machinery for a period not exceeding two weeks from the time the said machinery is installed.

4. The Licensee will pay to the Licensor the entire cost incurred by the Licensor under (2) and of instructions under (3), including the traveling and living expenses of the men furnished, plus 10% of the said entire cost.

[fol. 18747] SCHEDULE C

Annexed to License and Lease No. H S F—339

Dated October 8, 1936.

Specification of Glassware Which May Be Made

Permitted Ware

The ware to be produced hereunder shall comprise only the articles named under this heading of Permitted Ware and made of the compositions of glass now commonly used for such articles, whether flint, blue, amber or green (but excluding opal), and not exceeding seventy-two (72) ounces in weight.

Blown bottles and blown jars in so far as they are included within the class of glassware now commonly known in the glass industry as:

1. Pressure ware.

2. Packers ware.

3. Liquor ware.

4. Bottles for Citrate of Magnesia.

5. Bottles for chocolate milks, *Provided* that if such bottles have a cap seat and are similar in appearance to milk bottles they shall be made for sale only to soft drink manufacturers, but, if such bottles are distinctly different in appearance from milk bottles they may be made for sale to milk dairies and/or other persons.

[fol. 18748] 6. Prescription Ware to be made in Emerald Green Glass only; *Provided* that the Licensee shall not produce more than Fifty Thousand (50,000) gross of such ware in any one calendar year upon all feeders under License and Lease.

7. Miscellaneous Ware. Such Miscellaneous Ware, however, shall be restricted to ware

(a) For Paints, varnishes, shellacs and similar coatings.

(b) For lubricating oils, bluing, ammonia and non-medical powders.

(c) For polishes for shoes, furniture, automobile bodies, metals and the like.

But such Miscellaneous Ware shall not include ware for pomades, stains, or mucilages.

[fol. 18749] Exclusions

The following articles are expressly excluded and shall not be produced under this license:

(a) Bulbs and tubing and cane all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes.

(b) Signal and optical ware.

(c) Ware intended and adapted for use where the heat resistance, physical strength, chemical resistance or electrical properties of such ware are of substantial value, provided such ware is made from glass having a linear coefficient of thermal expansion of less than .000006 per degree Centigrade, or containing more than five per cent boric oxide, or having an electric strength or thermal endurance or chemical resistance higher than a glass containing 80% silica, 10% sodium oxide, 5% boric oxide and 5% calcium oxide.

(d) Ware intended and adapted for holding food in the process of cooking or sterilizing, other than ware intended and adapted for packages for storage and sale of goods or for transportation of goods.

(e) Mold-blown articles of glass in so far as the same are or may be used for electrical purposes or in connection with electric illumination.

(f) Ware which is pressed and not blown.

(g) Milk bottles and nursing bottles.

(h) Tumblers; lantern globes; gas globes; chimneys; vault lights; battery jars and battery containers; fish globes; display jars; tablet jars; insulators; drawn tubing and cane; and fruit jars. *Definition of Fruit Jars*—The term "fruit jars," as used herein, shall mean fruit jars for domestic (household) use, which, as defined herein, shall mean generally the term as used in the glass industry—the intent being to exclude all kinds and sizes of the regular

Mason jar with sealing shoulder with screw thread that [fol. 18750] fits regular Mason fruit jar caps; Lightning style fruit jars; and other sealing jars, intended to be shipped to the trade to be sold empty to the ultimate consumer, either with or without caps; but not to include jars manufactured for packers to be filled by them before selling to their trade.

(i) Marbles and Lithographers' balls.

(j). Vacuum bottles.

[fol. 18751] SCHEDULE D

Annexed to License and Lease No. H S F 339

Dated October 8, 1936

Rates of Royalty

The weights below specified are the weights of the finished articles.

	Blown or Pressed and Blown Per Gross
½ oz. wt. and under	7½ Cents
Over ½ oz. wt. and not exceeding 1 oz. wt.	8 Cents
Over 1 oz. wt. and not exceeding 1½ oz. wt.	9 Cents
Over 1½ oz. wt. and not exceeding 2 oz. wt.	10 Cents
Over 2 oz. wt. and not exceeding 4 oz. wt.	11 Cents
Over 4 oz. wt. and not exceeding 8 oz. wt.	12 Cents
Over 8 oz. wt. and not exceeding 12 oz. wt.	13 Cents
Over 12 oz. wt. and not exceeding 13 oz. wt.	14 Cents
Over 13 oz. wt. and not exceeding 16 oz. wt.	15 Cents
Over 16 oz. wt. and not exceeding 20 oz. wt.	16 Cents
Over 20 oz. wt. and not exceeding 26 oz. wt.	18 Cents
Over 26 oz. wt. and not exceeding 30 oz. wt.	21 Cents
	Per Pound
Over 30 oz. wt. and not exceeding 96 oz. wt.	1/12 of a Cent
Over 96 oz. wt. and not exceeding 128 oz. wt.	1/6 of a Cent

[fol. 18752] SCHEDULE E

Annexed to License and Lease No. H S F -339

Dated October 8, 1936

List of Patents

Patent No.	Date	Patent No.	Date
1,326,460	Dec. 30, 1919	1,608,967	Nov. 30, 1926
1,331,467	Feb. 17, 1920	1,626,705	May 3, 1927
1,331,847	Feb. 24, 1920	1,629,409	May 17, 1927
1,382,993	June 28, 1921	1,631,107	May 31, 1927
1,382,994	June 28, 1921	1,644,893	Oct. 11, 1927
1,414,561	May 2, 1922	1,655,391	Jan. 3, 1928
1,421,810	July 4, 1922	1,656,869	Jan. 17, 1928
1,473,587	Nov. 6, 1923	1,735,837	Nov. 12, 1929
1,519,885	Dec. 16, 1924	1,737,165	Nov. 26, 1929
1,524,638	Jan. 27, 1925	1,760,254	May 27, 1929
1,564,909	Dec. 8, 1925	1,760,255	May 27, 1929
1,573,742	Feb. 16, 1926	1,760,435	May 27, 1929
1,574,709	Feb. 23, 1926	1,781,340	Nov. 11, 1930
1,574,739	Feb. 23, 1926	1,788,413	Jan. 13, 1931
1,588,393	June 8, 1926	1,816,309	July 28, 1931
1,593,290	July 20, 1926	1,864,276	June 21, 1932
1,596,438	Aug. 17, 1926	1,864,277	June 21, 1932
1,600,962	Sept. 21, 1926	1,864,278	June 21, 1932
1,603,974	Oct. 19, 1926	1,873,021	Aug. 23, 1932
1,604,000	Oct. 19, 1926	1,873,022	Aug. 23, 1932
[fols. 18753-18772]			
1,864,278	June 21, 1932	1,900,362	Mar. 7, 1933
1,873,021	Aug. 23, 1932	1,909,152	May 16, 1933
1,873,022	Aug. 23, 1932	1,921,380	Aug. 8, 1933
Re 18,581	Aug. 23, 1932	1,923,554	Aug. 22, 1933
1,900,361	Mar. 7, 1933	1,950,339	Mar. 6, 1934

It is recognized, however, that this Schedule E may not be complete in its recital of all the patents under which the License is granted.

[fol. 18773] GOVERNMENT EXHIBIT No. 1625

License and Lease No. HSF-4 from Hartford-Empire Company to J. T. & A. Hamilton Company

Dated April 16, 1923.

Hartford Single Feeder

[fol. 18774] Index

Hartford-Empire Company

License and Lease Agreement

Sections	Titles
1	Extent of License and Lease.
2	Preparation for Installation.
3	Delivery and Installation.
4	Term.
5	Licensor Retains Title.
6	Place and Nature of Use.
7	Prohibition of Assignment.
8	Changes, Additions and Improvements.
9	Accounting.
10	Royalties.
11	Minimum Royalty.
12	Insurance.
13	Operation of Machinery.
14	Inherent Defects.
15	Acknowledging Validity of Patents.
16	Protection of Licensee from Infringement Claims.
17	Right of Revocation.
18	Commutation of Minimum Royalties.
19	Re-possession of the Machinery.
20	Inspection.
21	Fire Loss.
22	Bureau of Statistics.
23	Waiving the Conditions.

Schedules

A	List of Machinery and Accessories furnished.
B	Installation of Machinery.
C	Specification of Glassware which may be made.
D	Rates of Royalty.

[fol. 18775] License and Lease No. HSF-4

This License and Lease, made this Sixteenth (16th) day of April, 1923, between the Hartford-Empire Company, a corporation organized under the laws of the State of Delaware and having a place of business at Hartford, Connecticut, hereinafter designated as Licensor, and J. T. & A. Hamilton Company, a corporation organized under the laws

of the State of Pennsylvania and having a place of business at Pittsburgh, Pennsylvania, hereinafter designated as Licensee,

[fol. 18776] Witnesseth: That whereas the Licensor is the owner of certain Letters Patent of the United States and of certain applications now pending for Letters Patent of the United States, relating to the manufacture of glassware, and

Whereas the Licensee is engaged in manufacturing glassware having a plant for that purpose at Pittsburgh, Pennsylvania and desires to use machinery embodying inventions shown in said letters patent and patent applications in said business at said plant:

Now, Therefore, in consideration of the covenants and royalties hereinafter set forth, and a license fee of Twenty-five hundred (2,500) Dollars to be paid by said Licensee to said Licensor in the following manner: Twelve hundred and fifty (1,250) Dollars to be paid upon the execution and delivery of this license and lease and the balance of Twelve hundred and fifty (1,250) Dollars within sixty (60) days after the "Single Feeder" described in Schedule "A" annexed hereto, hereinafter termed the leased machinery, is ready for shipment to Licensee; and in consideration of the covenants of the parties hereinafter set forth, it is hereby mutually agreed as follows:

[fol. 18777] Section 1

Extent of License and Lease

(a) The Licensor hereby leases to the Licensee and hereby licenses the Licensee to use the said leased machinery. Provided, However, that this license and lease is limited (not absolute), and confers only the right to use said leased machinery in continental United States, and in the manner and for the purpose hereinafter set forth, and not otherwise.

(b) It is agreed between the parties hereto, that no obligation whatsoever rests upon or is assumed by the Licensor that other machinery and equipment of the Licensee or of others will operate successfully or efficiently in conjunction with the said leased machinery of the Licensor.

Section 2

Preparation for Installation

The Licensee agrees, upon receiving drawings and lists showing locations and dimensions of said leased machinery, to furnish and have ready proper floor space, foundations, connection between tank and forehearth, piping, shafting, tools, motor, power and such other adjuncts and equipment as are required, to the complete satisfaction of the Licensor.

[fol. 18778]

Section 3

Delivery and Installation

(a) The Licensor, as soon as reasonably possible after the provisions of Section 2 have been complied with, shall deliver said leased machinery f. o. b. at place of manufacture, and shall install said leased machinery as provided in Schedule "B" annexed hereto.

(b) The Licensee agrees to proceed diligently with the installation of said leased machinery as soon as the same is delivered, and to accept the machinery and pay royalties to the Licensor as called for by Sections 10 and 11 of this license and lease.

Section 4

Term

The term of this license and lease, unless sooner revoked or terminated as provided elsewhere herein, shall be for an initial period of Eight (8) years from the date of this license and lease, with privilege, if claimed by the Licensee in writing before the expiration of the said initial period, of one renewal for a supplemental period of Eight (8) years, upon all the conditions hereof, except as to installation and further renewal, and without additional license fee for such renewal.

Section 5

Licensor Retains Title

It is understood and agreed that the Licensor and its successors and assigns, retains, and at its own option, shall continue to retain throughout the term of this license and lease, complete title to said leased machinery.

[fol. 18779] Section 6

Place and Nature of Use

(a) Said leased machinery and all improvements thereon shall be used only for manufacturing the glassware defined in Schedule "C" annexed hereto, and only at said plant of Licensee located at Pittsburgh, Pennsylvania, or at any other plant owned by the Licensee.

(b) Said leased machinery and all improvements thereon shall be used for delivering glass to only one forming machine, and not otherwise.

Section 7

Prohibition of Assignment

The said leased machinery shall be used only by the Licensee or its operatives, and only at the plant or plants aforesaid. Neither the said leased machinery nor this license and lease shall be transferred, assigned or sub-let by the Licensee, except to the purchaser of the entire business of the Licensee. If either be otherwise transferred, assigned or sub-let, or if the Licensee discontinues for a period of more than one year the production of glassware under this license and lease, or becomes bankrupt, or a receiver is appointed over it, or if the Licensee makes any general transfer or assignment for the benefit of creditors, then and in any such case this license and lease may, at the option of the Licensor, be terminated.

[fol. 18780] Section 8

Changes, Additions and Improvements

(a) No changes and no additions other than reasonable and necessary repairs and other than necessary or proper safety appliances, shall be made in or to said leased machinery except by consent of both parties to this license and lease, or except as provided in Section 16 hereof for the event of injunction, and except as provided in this Section for improvements; and all changes and additions when made, shall become the property of the Licensor. Complete title to all patent rights at any time possessed during the term of this license and lease by the Licensee covering such changes and additions shall be transferred to the Licensor.

(b) The Licensee shall, during the term of this license and lease, be given the benefit, for the purposes set forth in Section 6, of any and all improvements for use in and upon said leased machinery, which may be devised, developed or acquired by the Licensor, if and when said improvements shall with the express consent of the Licensor, have been used commercially in the United States upon said leased machinery in the making of glassware. In such event the Licensor will, upon written request of the Licensee, furnish to the Licensee with reasonable promptness, such parts as may be needed to apply the said improvements to the said leased machinery and at prices similar to those charged by Licensor for such parts to other similar licensees. Such improvements shall be used by the Licensee only in or upon the said leased machinery, and only during the term of this license and lease. All parts displaced from said leased machinery by the said improvements shall be returned to the Licensor.

The word "improvements" when used in this license and lease, shall be held to mean only (1) substitution of new parts for old parts of said leased machinery; or (2) changing old parts thereof; or (3) addition of new devices which are intended and adapted to become integral portions of such machinery; and not otherwise.

[fol. 18781]

Section 9

Accounting

(a) The Licensee shall keep proper books of account during its entire operation under this license and lease, showing the length of time that said leased machinery is operated each day, and the number, kinds and sizes of glassware produced each day by said machinery, and all other facts necessary or advantageous for carrying out the purpose of this license and lease, together with a semi-annual statement showing the detailed cost of such production for the preceding six months, all in such form, within reasonable limits, as shall be specified by the Licensor.

(b) Such books shall at all reasonable times be open to the inspection of the Licensor, or its duly authorized agents. The Licensee shall, on or before the fifteenth day of each month, furnish to the Licensor upon blanks provided by the latter, properly certified detailed statements

giving in itemized form all the data mentioned in this Section, so far as may be required by the Licensor, for the preceding calendar month, except as to said costs of production, which shall be reported semi-annually, as above provided.

[fol. 18782]

Section 10

Royalties

(a) The Licensee shall pay to the Licensor during the term of this license and lease, royalties on all merchantable glassware produced by or with the aid of said leased machinery from the completion of its installation, at rates per gross, for the respective items of ware, as provided in Schedule "D" annexed hereto.

(b) All of said royalties shall be paid monthly, at the Licensor's office, in New York funds, on or before the fifteenth day of each month, for and upon all glassware manufactured by the Licensee under this license and lease, during the preceding calendar month.

Section 11

Minimum Royalty

The said Licensee shall pay in royalties, a minimum royalty under this license and lease of not less than Fifteen Hundred (1,500) Dollars per year, to commence ninety (90) days after said leased machinery is ready to ship to Licensee, and to be payable in New York funds, on or before the fifteenth day of January, for the year last preceding, during the entire term of this license and lease, including the said supplemental period, if entered upon, of Eight (8) years, subject to the provisions of Section 18. The first payment hereunder shall be prorated according to the number of months during which such minimum royalty shall have actually been accruing in the first calendar year.

[fol. 18783]

Section 12

Insurance

The Licensee shall also at its own expense, procure and place in the hands of the Licensor good policies of insurance against fire to the amount of the full insurable value

of said leased machinery; payable in case of loss to the Licensor; shall also pay all taxes assessed against said leased machinery, and shall hold and save the Licensor harmless against any and all damages and costs resulting from injury occurring to any of the said Licensee's employees or others on account of or in connection with said leased machinery, subsequent to the installation thereof.

Section 13

Operation of Machinery

The Licensee shall keep, use and operate said leased machinery and all parts thereof in a careful, safe, prudent, and proper manner; shall maintain the same in good order, damage by fire excepted as hereinafter set forth; shall not, without consent of the Licensor, add to or subtract from such leased machinery as supplied by the Licensor, excepting necessary or proper safety appliances, or allow changes to be made therein, or interfere with the proper operation thereof, or remove or deface any plates, dates, numbers or inscriptions placed thereon by the Licensor. The Licensee shall promptly notify the Licensor of the need of any repairs or renewals of said leased machinery, and the Licensee shall at its own expense effect such repairs and renewals, purchasing the necessary renewal parts from the Licensor. The Licensor agrees to furnish promptly such renewal parts at prices not in excess of the prices charged by responsible outside parties for parts of similar design, material and workmanship. If the Licensor declines or neglects so to furnish such parts, the Licensee may procure them elsewhere, but they shall not be installed on such machinery until they have been inspected and approved by a representative of the Licensor. The Licensee shall pay for the time and expenses of such representative.

[fol. 18784]

Section 14

Inherent Defects

The Licensor shall remedy and make good without charge, any inherent defects appearing in the materials of said leased machinery, during one year from date of installation.

Section 15

Acknowledging Validity of Patents

(a) Licensee hereby acknowledges the validity of any and all patents that may be issued upon the said patent applications of the Licensor and of any and all other patents now or during the term of this license and lease, owned, controlled or leased by the Licensor, covering or relating to the said leased machinery, or to the methods or processes performed by the said leased machinery, and waives all rights to justify any breach of this license and lease on the Licensee's part by denying the validity of such patents, or any of them, excepting as to the claim or claims of said patent or patents which may by final decree of a court of competent jurisdiction, within the judicial circuit wherein said plant is located, including appellate courts if appeal is taken, have been declared void, this exception being limited to the particular claim or claims thus declared void.

(b) In case such final decree shall declare to be void all or substantially all of the Licensor's patents embodied in and relating to the said leased machinery, so that the Licensee is thereby evicted from all or substantially all of the benefits of this license and lease, then and in that case the Licensee may at its option revoke and terminate this license and lease, in which event the Licensee shall thereupon restore to the Licensor all of the said Leased machinery and its appurtenances as provided in Section 19 hereof, and shall be thereupon relieved from paying further minimum royalties. Provided, however, that until such revocation and restoration the Licensee shall continue to be bound by all the covenants and provisions of this license and lease.

[fol. 18785]

Section 16

Protection of Licensee From Infringement Claims

(a) The Licensor will at its own expense save and hold the Licensee harmless against damages and costs recovered in any suits or claims brought against the Licensee for alleged infringement of patents based on the use of the said leased machinery, but only to the extent of the royalties which shall have been paid by the Licensee during and for the period of infringement and before the judgment for

such recovery, said period not to exceed, however, the twenty-four months immediately preceding such judgment. The Licensor shall, upon the written request of the Licensee, defend any such suits or claims, unless or until the Licensor shall elect to effect a settlement thereof. The Licensee shall promptly inform the Licensor of any such suit or claim, or any threat or probability thereof, coming to the knowledge of the Licensee, and shall, at the Licensor's expense, fully and freely aid the Licensor in defending the same; and shall further promptly inform the Licensor of any infringement of the Licensor's patents coming to the knowledge of the Licensee.

(b) The Licensor shall have the right to intervene in and defend, as a party thereto, any suit brought against the Licensee during the term hereof which involves or in any way affects the validity of any patent embodied in said leased machinery or in any improvement thereof furnished by the Licensor.

(c) In case the Licensor shall be delayed in the performance of, or be rendered unable to perform all or any part of this license and lease, by reason of strikes, unavoidable accident, the non-arrival of machines or materials, or if the installation or operation of the said leased machinery shall be delayed or stopped by the process or order of any court of competent jurisdiction, the Licensor shall not be liable to the Licensee for any loss, delay or damage incurred thereby, except for damages recovered for infringement as [fol. 18786] set forth and limited above in this Section, provided, however, that if the right of the Licensee to use the said leased machinery, or any part thereof, shall be suspended by reason of an order, decree or injunction issued by any court of competent jurisdiction, then during the continuance of restraint by such order, decree or injunction, or until the Licensor shall have substituted other machinery or parts as hereinafter set forth, which said Licensor agrees to do as promptly as reasonably possible, the minimum royalty as set forth in Section 11 hereof shall be waived.

(d) In the event of such an order, decree or injunction being issued against any part or parts of said leased machinery, the Licensor reserves the right to substitute with reasonable promptness other machinery or parts for those

involved in the injunction and at no cost or charge to the Licensee excepting any license fee or royalty which the Licensor may have to pay for the right to make, and license the Licensee to use, such other machinery or parts. The part or parts so substituted shall be of an efficiency substantially equal to that of the part or parts so involved in said order, decree or injunction and shall immediately become subject to all the provisions of this license and lease.

(e) In the event that such order, decree or injunction shall become permanent against any part or parts of said leased machinery, and no substitution of machinery or parts shall have been made with reasonable promptness as above stated, then in that event this license and lease shall cease and terminate in all its provisions, and if the said event occurs during the first Three (3) years of the term of this license and lease, the Licensee shall be entitled to receive back the said license fee of Twenty-five hundred (2,500) Dollars paid by it, after deducting therefrom such proportion thereof as the elapsed time under this license and lease shall bear to the said Three years.

[fol. 18787] Section 17

Right of Revocation

(a) In case the Licensee shall violate or fail to observe any of the conditions set forth in Sections 1, 3, 6, 7, 8, 9, 10, 11, 12, 13, 20 and 21 of this license and lease, or shall cause the same to be violated, the Licensor shall have the right at its option, to revoke and terminate absolutely, this license and lease upon giving written notice to the Licensee of said revocation at least thirty (30) days before the time when such revocation is to take effect.

(b) Except as provided in Sections 15, 16, 18 and 21, no termination or revocation whatsoever of this license and lease under any Section hereof, nor the use of the remedy of injunction, accounting or re-possession shall, however, affect or in any way discharge the liability of the Licensee hereunder, to pay and to continue to pay to the Licensor, the minimum royalty provided by Section 11 hereof, for and during the entire term of this license and lease, including its supplemental eight year period if entered upon, nor shall any royalties paid by said Licensee be returned

Section 18

Commutation of Minimum Royalties

It is further agreed that in the event of such revocation set forth in Section 17, the Licensee, in lieu of said obligation therein provided to pay the said minimum royalties throughout said entire term, may at its option wholly discharge said obligation by paying to the Licensor within sixty days after said revocation, a lump sum equal to fifty (50) per cent. of the total minimum royalties which would under this license and lease be payable during the remainder of said term, including its said supplemental period if entered upon; and provided further, that the Licensee may at any time during said term, including said supplemental period, revoke and terminate this license and lease in its option, by giving written notice to the Licensor sixty (60) days beforehand of its intention so to revoke and by paying to the Licensor within said sixty days a lump sum in discharge calculated as above set forth in this Section.

[fol. 18788]

Section 19

Re-Possession of the Machinery

Upon the termination of this license and lease at the end of its initial or supplemental period, or sooner as herein provided, the Licensee shall return to the Licensor the said leased machinery and all appurtenances thereof, as covered by this license and lease, in good condition, reasonable wear and use excepted, by delivering the same properly crated and packed f. o. b. cars at any convenient freight station near the plant of the Licensee. If said Licensee shall fail so to deliver the machinery, the Licensor is hereby authorized to enter upon any premises where the said leased machinery may be and take possession thereof and remove it.

Section 20

Inspection

Duly authorized agents or employees of the Licensor shall at all reasonable times be allowed access to the said leased machinery for the purpose of inspecting the same and its operation and use, and the Licensee shall afford all reasonable facilities therefor.

[fol. 18789] Section 21

Fire Loss

(a) In the event that the said leased machinery shall be damaged by fire so as to cause a suspension of production therewith the Licensee shall immediately give written notice to the Licensor as to the extent and nature of the damage to the said leased machinery, and as to the plans and intentions of the Licensee relative to repairing the damage and resuming operations under this license and lease.

(b) In the event of such damage by fire, the Licensor, if so requested in the said notice, shall at its own expense and to an extent not exceeding the amount of insurance received, provide the Licensee with the machinery or parts thereof necessary to repair or replace the damaged machinery or parts. The Licensee shall at its own expense promptly and diligently proceed to install the said machinery or parts thereof. From the time when said notice is received by the Licensor and thereafter during only such time, not exceeding six months as may be necessary for providing and installing the said machinery or parts, the minimum royalty set forth in Section 11 hereof shall be waived.

(c) If the Licensee shall not within six (6) months after the occurrence of the fire rebuild or otherwise repair the damage and resume operation under this license and lease; or if the Licensee shall fail to resume the payment of royalties when due, then in any of these cases the Licensor shall have the right at its option to revoke and cancel this license and lease.

[fol. 18790] Section 22

Bureau of Statistics

If the Licensor shall undertake to establish and conduct a bureau for the collection, preservation and use of data relating to the operations and purposes of its licenses and leases, then in that case the expense of maintaining such a bureau shall be defrayed by proportionate assessments to to be made by the Licensor monthly upon its Licensees. The proportion to be assessed upon the Licensee shall be the same as the proportion which the number of such li-

censes and leases held by this Licensee at the time of making such assessments shall bear to the total number of similar licenses and leases then held by all the Licensees of the Licensor in the United States. This Licensee hereby agrees to pay the amount so assessed upon it for each month within fifteen days from the date of receiving statements therefor from the Licensor.

Section 23

Waiving the Conditions

None of the terms of this license and lease shall be held to have been waived or altered unless such waiver or alteration is in writing, signed by an officer of the Licensor, expressly authorized thereto.

[fol. 18791] In Witness Whereof each of the parties hereto has caused this license and lease to be executed in duplicate, in its name and behalf, as of the day and year first above written, the Hartford-Empire Company by F. Goodwin Smith, First Vice President, and J. T. & A. Hamilton Company. By James W. Hamilton, President and General Manager; both thereto duly authorized.

Licensor's signature.

Hartford-Empire Company (Seal) By F. Goodwin Smith, First Vice President.

In presence of: Herbert Knox Smith, Jessie L. Atherton.

Licensee's signature.

J. T. & A. Hamilton Company (Seal). By J. W. Hamilton, Pres't & Gen. Mgr.

In presence of: —— ——.

[fol. 18792] Licensor's Affidavit

State of Connecticut,
County of Hartford, ss.:

On this sixteenth (16th) day of April in the year one thousand, nine hundred and twenty-three 1923 before me personally came F. Goodwin Smith to me known, who being by me duly sworn did depose and say that he resides in the Town of West Hartford County of Hartford and State of Connecticut and that he is First Vice President of Hartford-Empire Company, one of the parties described in, and which

executed the above license and lease; and that he executed the same for and in behalf of the said Corporation and affixed the seal of said corporation thereto by order of the Board of Directors of said Corporation, and that he knows the said seal to be the seal of the said Corporation.

Herbert Knox Smith, Notary Public. (Seal.)

[fol. 18793] Licensee's Affidavit

State of Pennsylvania,
County of Allegheny, ss.

On this Ninth (9th) day of April in the year one thousand, nine hundred and twenty-three (1923) before me personally came James W. Hamilton, President to me known, who being by me duly sworn did depose and say that he resides in the City of Pittsburgh County of Allegheny and State of Pennsylvania and that he is President and Genl. Mgr. of the J. T. & A. Hamilton Company, one of the parties described in and which executed the above license and lease; and that he executed the same for and in behalf of the said Corporation and affixed the seal of said Corporation thereto by order of the Board of Directors of said corporation, and that he knows the said seal to be the seal of the said Corporation.

——— ———, Notary Public. (Seal.)

[fol. 18794] Schedule A

Annexed to License and Lease No. HSF-4 Dated April 16, 1923, between Hartford-Empire Company and J. T. & A. Hamilton Company of Pittsburgh, Penn.

List of Machinery and Accessories Furnished
Single Feeder No. —

1. 1 Hartford Single Feeder equipped with parts shown below adapted to cover range of ware specified elsewhere in this contract. — Class 144

Shear Cam
Plunger Cam
Drop Guide
Ring Holder
Tube Holder

Orifice Support
Plunger Lever
Spout Casing
Tube Clamp
Needle Chuck
Shear Shanks

Not including the following parts:
Spout
Orifice Ring
Tube
Spout Cover

Arch Blocks
Needle
Shear Blades

2.	1	Plain Sub-Base	Class 144
3.	1	Set Metal Parts for Forehearth	" "
4.	1	Set Clay Parts for Forehearth	" "
5.	1	Interceptor Mechanism	" "
6.	1	Drive Mechanism excepting Motor, but including Chains and Sprockets adapted to cover range of ware specified elsewhere in this contract	" "
7.	1	Machine Synchronizer	" "
8.	1	Set Single Feeder Operating Tools	" "

[fol. 18795] SCHEDULE B

Annexed to License and Lease No. HSF-4 Dated April 16th 1923, between Hartford-Empire Company and J. T. & A. Hamilton Company of Pittsburgh, Penn.

Installation of Machinery

1. The Licensor will furnish free of charge to the Licensee such general supervision as the Licensor may deem necessary in connection with the installation of the leased machinery set forth in Schedule "A" annexed hereto.

2. The Licensor will, if requested in writing by the Licensee, furnish a competent machinist to direct and assist in the said installation.

3. The Licensor will, if requested in writing by the Licensee, furnish a competent operator to instruct the Li-

censee's operators in the operation of the said machinery for a period not exceeding two weeks from the time the said machinery is installed.

4. The Licensee will pay to the Licensor the entire cost of of installation under (2) and of instructions under (3), including the traveling and living expenses of the men furnished, plus 10% of the said entire cost.

[fol. 18796] SCHEDULE C

Annexed to License and Lease No. HSF-4 Dated April 16 1923, between Hartford-Empire Company and J. T. & A. Hamilton Company of Pittsburgh, Penn.

Specification of Glassware Which May Be Made
Permitted Ware

The ware to be produced hereunder shall comprise (except as expressly excluded below under "Exclusions") all the articles named under this heading of Permitted Ware and made of the compositions of glass now commonly used for such articles, whether white, blue, amber or green.

Blown Bottles and Blown Jars, in so far as the same are included within the classes of glassware now commonly known in the glass industry as

Prescription Ware; Proprietary Medicine Ware; Pressure Ware and Liquor Ware, but in no case exceeding thirty (30) ounces in finished weight of article.

Also Water Bottles and Jug Packers, but in no case exceeding seventy-two (72) ounces in finished weight of article.

Hartford-Empire Company by F. Goodwin Smith.
J. T. & A. Hamilton Company by J. W. Hamilton.

[fol. 18797] Exclusions

The following articles are expressly excluded and shall not be produced under this license:

(a) Parts of electric lamps and ray tubes, and of other permanently sealed enclosures for electrical purposes, together with tubing and cane for such articles.

(b) Signal and optical ware.

(c) Ware intended and adapted for heat resisting, chemical resisting, and low-expansion purposes, made from glass containing one (1) per cent or more of boric oxide.

(d) Glass ware intended and adapted for holding food in the process of cooking, and articles not now made of glass, and demanding for the successful use of such articles properties not found in ordinary glasses.

(e) Mold-blown articles of glass in so far as the same are or may be used for electrical purposes or in connection with electric illumination.

(f) Ware which is pressed and not blown.

(g) Milk bottles and nursing bottles.

(h) Tumblers; fruit jars; lantern globes; gas globes; chimneys; vault lights; battery jars and battery containers; fish globes; display jars; tablet jars; and insulators.

(i) All the ware now commonly known in the glass industry as Packers Ware and as Miscellaneous Ware (except the Jug Packers specified above under Permitted Ware).

Note: Paragraph (i) is in handwriting.

[fols. 18798-18812] SCHEDULE D

Annexed to License and Lease No. H. S. F.-4 Dated April 16 1923, between Hartford-Empire Company and J. T. & A. Hamilton Company of Pittsburgh, Penn.

Rates of Royalty

	Per Gross
2 oz. weight and under	10 Cents
Over 2 oz. weight and not exceeding 4 oz. weight	11 Cents
Over 4 oz. weight and not exceeding 8 oz. weight	12 Cents
Over 12 oz. weight and not exceeding 13 oz. weight	14 Cents
Over 13 oz. weight and not exceeding 16 oz. weight	15 Cents
Over 16 oz. weight and not exceeding 20 oz. weight	16 Cents
Over 20 oz. weight and not exceeding 26 oz. weight	18 Cents

Over 26 oz. weight and not exceeding 30 oz. weight 21 Cents
Over 30 oz. weight and not exceeding 72 oz. weight..one-twelfth (1/12) of a cent per pound.

The weights above specified are the weights of the finished articles.

Note: Last four lines are in handwriting.

[fols. 18813-18838] GOVERNMENT EXHIBIT No. 1626

License and Lease No. H S F-151

From Hartford-Empire Company to
Indiana Glass Company, Dunkirk, Indiana

Dated October 6, 1927.

Hartford Single Feeder

Note: Exhibit 1626 is otherwise similar to Exhibit 1625.

[fols. 18839-18866] GOVERNMENT EXHIBIT No. 1627

License and Lease No. H S F 411 from Hartford-Empire Company to Laurens Glass Works, Inc., Laurens, South Carolina

Dated November 2, 1939.

Hartford Single Feeder No. 523

Edition February, 1938

NOTE: Exhibit 1627 is otherwise similar to Exhibit 1624.

* * * * * * *

[fols. 18867-18940] GOVERNMENT EXHIBIT No. 1628

License and Lease No. HSF-42 from Hartford-Empire Company to Maryland Glass Corporation

Dated April 15, 1925.

Hartford Single Feeder

NOTE: Exhibit 1628 is otherwise similar to 1625.

* * * * * * *

[fols. 18941-18978] GOVERNMENT EXHIBIT No. 1629

License and Lease No. H S F-162 from Hartford-Empire Company to McKee Glass Company, Jeannette, Pa.

Dated July 18, 1928.

Hartford Single Feeder #231

NOTE: Exhibit 1629 is otherwise similar to Exhibit 1625.

* * * * * * *

[fols. 18979-19001] GOVERNMENT EXHIBIT No. 1630

General Agreement between Hartford-Empire Company and Northwestern Glass Company

This Agreement made and entered into this 1st day of August, 1933, between Hartford-Empire Company, a corporation of Delaware having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford") and Northwestern Glass Company, a corporation of Washington having its principal place of business at Seattle, Washington, (hereinafter called "Northwestern"),

* * * * * * *

[fols. 19002-19011] SCHEDULE A

Annexed to General Agreement between Hartford-Empire Company and Northwestern Glass Company, Dated August 1, 1933.

Machines Covered by Agreement

1. The Two (2) O'Neill Feeders and the One (1) Meyer Feeder now located on the tank at the plant of Northwestern. To the two O'Neill Feeders, after the execution of this Agreement, will be attached Hartford-Empire Company number plates designating these feeders as Type No. 33 and Serial No. 15 and 16 respectively. To the Meyer Feeder likewise will be attached a plate designating this feeder as Type No. 43 and Serial No. 2.

* * * * * * *

NOTE: General agreement in Exhibit 1630 is otherwise similar to Exhibit 152 (Hartford & Lamb).

* * * * * * *

[fol. 19012] Settlement Agreement

This Agreement made this 1st day of August, 1933, between Hartford-Empire Company, a corporation of Delaware having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford"), and Northwestern Glass Company, a corporation of Washington having its principal place of business at Seattle, Washington, (hereinafter called "Northwestern"), Witnesseth

Whereas Hartford is engaged in the manufacture of glass-working machinery and in the licensing of machinery and methods for the manufacture of glassware, and further, owns many inventions, applications for letters patent and patents of the United States relating to the manufacture of glassware, and

Whereas Northwestern is engaged in the manufacture of glassware, and prior to the date hereof has used certain glass feeding machines which Hartford claims infringe certain patents of Hartford.

Whereas Northwestern desires to effect a settlement for its past infringing uses of Hartford's patents,

Now, Therefore, in consideration of these premises and the covenants and payments hereinafter set forth, the parties agree as follows:

[fol. 19013] *Section 1—Payment of Damages*

(a) Northwestern hereby agrees to pay to Hartford the sum of Fifteen Hundred Dollars ($1500), said sum to be paid in Three (3) installments of Five Hundred Dollars ($500) each—the first of said installments being due upon the execution of this Settlement Agreement, the second of said installments being due October 1, 1933, and the third and last of said installments being due December 31, 1933. Northwestern will execute a note payable to Hartford for the sum of Fifteen Hundred Dollars ($1500), payable in the amounts and at the times herein specified.

(b) In the event that Northwestern shall fail to pay any of its installments when the same shall become due Hart-

ford shall be entitled to revoke the General Agreement between Hartford-Empire Company and Northwestern Glass Company of even date herewith, or any individual license and lease issued thereunder and to take possession of the machinery covered by said agreement or by any of said individual licenses and leases in the manner provided for in Sections 19 and 21 thereof; *Provided,* however, that this right of revocation and repossession shall in no way affect any other remedy Hartford may have for the collection of any of said installments.

[fol. 19014] *Section 2*—Release. Hartford hereby releases Northwestern from any and all claims and demands by Hartford in law or equity for profits and/or damages arising from infringement occurring prior to the date hereof of patents of Hartford in so far as said infringement consisted in the making, using or selling by Northwestern of Three (3) certain glass feeding machines, Two (2) being known as O'Neill Feeders and One (1) as a Meyer Feeder, said feeders being more specifically described in Schedule A of the Agreement referred to above.

Section 3—Transfer of Feeder Inventions.—Northwestern hereby sells, assigns and transfers to Hartford all its right, title and interest to and in any inventions, applications for letters patent of the United States and United States patents now owned or controlled by it and relating to the feeding of molten glass.

Furthermore, Northwestern, at the request of Hartford, will execute such further documents as shall be necessary to vest title to such inventions, patent applications and patents in Hartford.

[fol. 19015] In Witness Whereof the parties have hereunto set their hands and seals, acting herein by their respective officers duly authorized therefor.

Hartford-Empire Company. By Roger M. Eldred, General Manager.

Attest: Arthur T. Safford, Jr., Secretary.

Northwestern Glass Company. By Edward S. Campbell, President.

Attest: Jos. M. Ganglar, Secy.

[fols. 19016-19017] Bill of Sale

In consideration of the sum of One Dollar ($1.00) and other valuable considerations, receipt of which is hereby acknowledged, Northwestern Glass Company, a corporation of Washington having its principal place of business at Seattle, Washington, hereby agrees to sell, assign and transfer and does by these presents sell, assign and transfer to Hartford-Empire Company of Hartford, Connecticut, all right, title and interest to and in Three (3) certain glass feeders, Two (2) being known as O'Neill Feeders and One (1) as a Meyer Feeder now located in its plant at Seattle, Washington.

To said O'Neill Feeders, in accordance with an Agreement of even date herewith, shall be affixed Hartford-Empire Company number plates designating these feeders as Type No. 33, Serial No. 15 and 16, and likewise to said Meyer Feeder will be attached a plate designating this feeder as Type No. 43 and Serial No. 2.

In Witness Whereof said Northwestern Glass Company, by its President duly authorized therefor, hereunto sets its hand and seal this 1st day of August, 1933.

Northwestern Glass Company. By Edward S. Campbell, President.

Attest: Jos. M. Ganglar, Secy.

* * * * * * *

[fol. 19018] Government Exhibit No. 1631

License and Lease No. H S F 386 from Hartford-Empire Company to Libbey Glass Company, Toledo, Ohio

Dated February 25, 1938.

Hartford Single Feeder No. 475

(Here follows 1 photolithograph, side folio 19019)

EXHIBIT 1631

HARTFORD-EMPIRE COMPANY

HARTFORD, CONNECTICUT

CABLE ADDRESS "EMHART"

ARTHUR T. SAFFORD, JR.
SECRETARY AND COUNSEL

Lr 18 Dr 3

March 18th, 1938

Libbey Glass Company
Toledo, Ohio

Attention: Mr. J. H. Wright

Gentlemen:

In our letter of February 28th we called attention to the fact that we had under consideration the matter of adding pressed covers for marmalade jars to your Field of Ware. This has been covered by correspondence with Mr. Schutz.

It now appears to be in order to add this item to your Field of Ware and, therefore, it is hereby agreed that License and Lease No. HSF-386 from Hartford-Libbey Glass Company shall be amended

by rewriting Item 3 - Tableware - under Permitted Ware in Schedule C to read as follows:

"3. Tableware - limited, however, to:

Pressed footed sundaes and pressed covers for marmalade jars."

Kindly sign both copies of this letter in the space provided below returning one copy to us.

We call your attention to the fact that royalty rates on these pressed covers will be based on the weight of each finished cover and will not include the weight of the jar with which the cover is to be used.

Very truly yours,

HARTFORD-EMPIRE COMPANY

Arthur F. Safford. Jr.

Secretary

JRH:sc

Toledo, Ohio
March 21, 1938

Libbey Glass Company hereby concurs in and accepts the foregoing.

LIBBEY GLASS COMPANY

By _____

19019

9408A

[fol. 19020] License and Lease No. H S F-386 from Hartford-Empire Company to Libbey Glass Company, Toledo, Ohio

Dated February 25, 1938.

Hartford Single Feeder No. 475

[fol. 19021] Index

Hartford-Empire Company License and Lease Agreement

Sections	Titles
1	Extent of License and Lease.
2	Preparation for Installment.
3	Delivery and Installation.
4	Term.
5	Licensor Retains Title.
6	Place and Nature of Use.
7	Prohibition of Assignment.
8	Changes, Additions and Improvements.
9	Accounting.
10	Royalties.
11	Minimum Royalty.
12	Insurance—Taxes—Liability for Injury.
13	Operation of Machinery.
14	Inherent Defects.
15	Acknowledging Validity of Patents.
16	Protection of Licensee from Infringement Claims, etc.
17	Right of Revocation.
18	Commutation of Minimum Royalties.
19	Re-possession of the Machinery.
20	Inspection.
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Schedules

A	List of Machinery and Accessories Furnished.
B	Installation of Machinery.
C	Specification of Glassware which may be made.
D	Rates for Royalty.
E	List of Patents.

[fol. 19022] License and Lease No. H S F-386

Preamble

This License and Lease, made this 25th day of February, 1938, between the Hartford-Empire Company, a corporation organized under the laws of the State of Delaware and having a place of business at Hartford, Connecticut, hereinafter designated as Licensor, and Libbey Glass Company a corporation organized under the laws of the State of Ohio and having a place of business at Toledo, Ohio, hereinafter designated as Licensee,

[fol. 19023] Witnesseth: That whereas the Licensor owns or controls certain Letters Patent of the United States, some of which are set forth in Schedule E annexed hereto, and certain applications now pending for Letters Patent of the United States, relating to the manufacture of glassware, and

Whereas the Licensee is engaged in manufacturing glassware, having a plant for that purpose at Toledo, Ohio, and desires to use in said business at said plant machinery known as the "Hartford Single Feeder" and described in Schedule A annexed hereto, said machinery embodying inventions shown in some or all of said letters patent and patent applications,

Now, Therefore, in consideration of the covenants and royalties hereinafter set forth, and a license fee of Two Thousand Dollars ($2000) to be paid by said Licensee to said Licensor in the following manner One Thousand Dollars ($1000) to be paid in cash upon the execution and delivery of this license and lease and the balance of One Thousand Dollars ($1000) within sixty (60) days after the "Hartford Single Feeder" is ready for shipment to Licensee, it is hereby mutually agreed as follows:

[fol. 19024] Section 1

Extent of License and Lease

The Licensor hereby leases to the Licensee and hereby licenses the Licensee to use the said Hartford Single Feeder, said machinery, together with all devices and mechanisms used in connection therewith and furnished by Licensor under this license and lease being hereinafter referred to as "leased machinery;" Provided, However, that this license and lease is limited and confers only the

right to use said leased machinery in continental United States, and in the manner and for the purpose hereinafter set forth.

Section 2

Preparation for Installation

The Licensee agrees, upon receiving drawings and lists showing locations and dimensions of said leased machinery, to furnish and have ready proper floor space, foundations, connection between tank and forehearth, piping, tools, motor, power and such other adjuncts and equipment as are required to perfect the installation of said leased machinery.

Section 3

Delivery and Installation

The Licensor, as soon as reasonably possible after the provisions of Section 2 have been complied with, shall deliver said leased machinery f. o. b. rail shipment at place of manufacture, and shall aid in installing said leased machinery as provided in Schedule "B" annexed hereto.

The Licensee agrees to proceed diligently with the installation of said leased machinery as soon as the same is delivered, and to accept the leased machinery and pay royalties to the Licensor as hereinafter provided.

[fol. 19025]

Section 4

Term

This license and lease, unless sooner revoked or terminated as provided elsewhere herein, shall remain in force for an initial period of Eight (8) years from the date of this license and lease. The Licensee shall have the privilege, if claimed in writing before the expiration of the said initial period, of one renewal for a supplemental period of Eight (8) years, upon all the conditions hereof, except as to installation and further renewal, and without additional license fee for such renewal.

Section 5

Licensor Retains Title

It is understood and agreed that the Licensor and its successors and assigns, retains, and shall continue to

retain, complete title to said leased machinery, subject only to the possession and use thereof by Licensee during the term of this license and lease.

Section 6

Place and Nature of Use

Said leased machinery and all improvements thereon shall be used only for manufacturing the glassware defined as "Permitted Ware" in Schedule "C" annexed hereto, and only at said plant of Licensee or at a plant owned by the Licensee.

Said leased machinery and all improvements thereon shall be used for delivering glass to only one forming machine, and not otherwise.

[fol. 19026]

Section 7

Prohibition of Assignment

The said leased machinery shall be used only by the Licensee or its operatives. Neither the said leased machinery nor any part thereof nor this license and lease shall be transferred, assigned or sub-let by the Licensee, except to the purchaser of the entire business of the Licensee. If either be otherwise transferred, assigned or sub-let, or if the Licensee discontinues for a period of more than one year the production of glassware under this license and lease, or if proceedings in bankruptcy are commenced by or against the Licensee, or if a receiver is appointed over the Licensee, or if the Licensee makes any general transfer or assignment for the benefit of creditors, then and in any such case this license and lease may, at the option of the Licensor, be terminated as provided for in Section 17.

Section 8

Changes, Additions and Improvements

No changes, additions, or subtractions, other than reasonable and necessary repairs and other than necessary or proper safety appliances, shall be made in or to said leased machinery except by consent of both parties to this license and lease, or except as provided in Section 16 hereof in the event of injunction, and except as provided in this Section for improvements; and all changes and additions, when

made, shall become the property of the Licensor. Complete title to all patent rights at any time possessed during the term of this license and lease by the Licensee covering such changes and additions shall be transferred to the Licensor.

The Licensee shall, during the term of this license and lease, be given the benefit, for the purposes set forth in this license and lease, of any and all improvements for use in and upon said leased machinery, which may be devised, developed or acquired by the Licensor, if and when said improvements shall, with the express consent of the Licensor, have been used commercially in the United States upon said leased machinery in the making of glassware or upon [fol. 19027] machinery of identical type used by other licensees of the Licensor. In such event the Licensor will, upon written request of the Licensee, furnish to the Licensee with reasonable promptness such parts as may be needed to apply the said improvements to the said leased machinery, at prices similar to those charged by Licensor for such parts to other similar licensees. Such improvements shall be used by the Licensee only in or upon the said leased machinery, and only during the term of this license and lease. All parts displaced from said leased machinery by the said improvements shall be returned to the Licensor.

The word "improvements" when used in this license and lease, shall be held to mean only (1) substitution of new parts for old parts of said leased machinery; or (2) changing old parts thereof; or (3) addition of new devices which are intended and adapted to become integral portions of such machinery and to perform only one or more of the original functions of such machinery; and not otherwise.

Section 9

Accounting

The Licensee shall keep proper books of account during its entire operation under this license and lease, showing the length of time that said leased machinery is operated each day, and the number, kinds and sizes of glassware produced each day by said machinery, and all other facts necessary or advantageous for carrying out the purpose of this license and lease, all in such form, within reasonable limits, as shall be specified by the Licensor.

Such books shall at all reasonable times be open to the inspection of the Licensor, or its duly authorized agents. The Licensee shall, on or before the tenth day of each month, furnish to the Licensor, upon blanks provided by the latter, properly certified detailed statements giving in itemized form all the data mentioned in this Section, so far as may be required by the Licensor, for the preceding calendar month.

[fol. 19028] Section 10

Royalties

The Licensee shall pay to the Licensor during the term of this license and lease, royalties on all merchantable glassware produced by or with the aid of said leased machinery from the completion of its installation, at the rates per gross, for the respective items of ware, provided in Schedule "D" annexed hereto.

All of said royalties shall be paid monthly, at the Licensor's office in New York funds, on or before the fifteenth day of each month, for and upon all merchantable glassware manufactured by the Licensee under this license and lease, during the preceding calendar month.

Section 11

Minimum Royalty

The said Licensee shall pay in royalties a minimum royalty under this license and lease of not less than Fifteen Hundred (1,500) Dollars per year, to commence ninety (90) days after said leased machinery is ready to ship to Licensee, and to be payable in New York funds, on or before the fifteenth day of January, for the last year preceding, during the entire term of this license and lease, including the said supplemental period, if entered upon, of Eight (8) years, subject to the provisions of Section 18. The first and last payments hereunder shall be prorated according to the number of months during which such minimum royalty shall have actually been accruing in the first and last calendar years respectively; provided, however, that no minimum royalty shall be due or payable hereunder for any calendar year for which the Licensee shall pay to the Licensor for the use of all feeders under license and lease

during such year, total production royalties equal to the total minimum royalties required under licenses and leases covering such feeders for that year.

[fol. 19029] Section 12

Insurance—Taxes—Liability for Injury

The Licensor shall, at its own expense, carry good policies of insurance against fire in an amount believed adequate by the Licensor for the protection of said leased machinery. The Licensee may, by giving written notice to the Licensor, assume the responsibility for such insurance; thereupon Licensee shall, at its own expense, carry such insurance in such amount.

Licensee shall pay all taxes assessed against said leased machinery and shall hold and save the Licensor harmless against any and all damages and costs resulting from injury occurring to any of the said Licensee's employees or others on account of or in connection with said leased machinery, subsequent to the installation thereof.

Operation of Machinery

The Licensee shall keep, use and operate said leased machinery and all parts thereof in a careful, safe, prudent, and proper manner; shall maintain the same in good order, damage by fire excepted as hereinafter set forth in Section 21 hereof; and shall not interfere with the proper operation thereof, or remove or deface any plates, dates, numbers or inscriptions placed thereon by the Licensor. The Licensee shall promptly notify the Licensor of the need of any repairs or renewals of said leased machinery, and the Licensee shall at its own expense effect such repairs and renewals, purchasing the necessary renewal parts from the Licensor. The Licensor agrees to furnish promptly such renewal parts at prices not in excess of the prices charged by responsible outside parties for parts of similar design, material and workmanship. If the Licensor declines or neglects so to furnish such parts, the Licensee may procure them elsewhere. Title to all repair and renewal parts furnished by Licensor shall be retained by Licensor, and title to all repair and renewal parts obtained by Licensee from persons other than the Licensor shall pass, when installed, to the Licensor.

[fol. 19030] Section 14

Inherent Defects

The Licensor shall remedy and make good without charge, any inherent defects appearing in the materials of said leased machinery, during one year from date of installation.

It is agreed between the parties hereto that no obligation whatsoever rests upon or is assumed by the Licensor that other machinery and equipment of the Licensee or of others will operate successfully or efficiently in conjunction with the said leased machinery of the Licensor.

Section 15

Acknowledging Validity of Patents

(a) The Licensee agrees so long as this license remains in force, that, it will not dispute the validity of the Letters Patent under which this License is granted, some of which are set forth in Schedule E annexed hereto, so far as these patents apply to the methods and machines which are hereby licensed to the Licensee.

(b) In case a final decree shall declare to be void all or substantially all of the Licensor's patents relating to the said leased machinery, so that the License is thereby evicted from all or substantially all of the benefits of this license and lease, then and in that case the Licensee may at its option revoke and terminate this license and lease, in which event the Licensee shall thereupon restore to the Licensor all of the said leased machinery and its appurtenances as provided in Section 19 hereof, and shall thereupon be relieved from paying further minimum royalties. Provided, however, that until such revocation and restoration the Licensee shall continue to be bound by all the covenants and provisions of this license and lease.

[fol. 19031] Section 16

Protection of Licensee From Infringement Claims—Liability for Non-Performance

(a) The Licensor will at its own expense save and hold the Licensee harmless against damages and costs recovered in any suits brought against the Licensee for alleged in-

fringement of patents based on the use of the said leased machinery, but only to the extent of the royalties which shall have been paid by the Licensee for the use of said leased machinery during and for the period of infringement and before the judgment for such recovery, said period not to exceed, however, the twenty-four months immediately preceding such judgment. The Licensor shall, upon the written request of the Licensee, defend any such suits, unless or until the Licensor shall elect to effect a settlement thereof. The Licensee shall promptly inform the Licensor of any such suit, or any threat or probability thereof, coming to the knowledge of the Licensee, and shall, at the Licensor's expense, fully and freely aid the Licensor in defending the same; and shall further promptly inform the Licensor of any infringement of the Licensor's patents coming to the knowledge of the Licensee.

(b) The Licensor shall have the right to intervene in and defend, as a party thereto, any suit brought against the Licensee during the term hereof which involves any contention that the making, selling or use of such leased machinery, or any improvement or part thereof, constitutes an infringement of any patent.

(c) In case the Licensor shall be delayed in the performance of, or be rendered unable to perform, all or any part of its obligations under this license and lease, by reason of strikes, unavoidable accident, acts of God, the non-arrival of machines or materials, or if the installation or operation of the said leased machinery shall be delayed or stopped by the process or order of any court of competent jurisdiction, the Licensor shall not be liable to the Licensee for any loss, delay or damage incurred thereby, except for damages recovered for infringement as set forth and limited above in this Section, provided, however, that if the right of the Licensee to use the said leased machinery, or any part thereof, shall be suspended by reason of an [fol. 19032] order, decree or injunction issued by any court of competent jurisdiction, then during the continuance of restraint by such order, decree or injunction, or until the Licensor shall have substituted other machinery or parts as hereinafter set forth, which said Licensor agrees to do as promptly as is reasonably possible, the minimum royalty as set forth in Section 11 hereof shall be waived.

(d) In the event of such an order, decree or injunction being issued against any part or parts of said leased machinery, the Licensor reserves the right to substitute with reasonable promptness other machinery or parts for those involved in the injunction and at no cost or charge to the Licensee. The part or parts so substituted shall be of an efficiency substantially equal to that of the part or parts so involved in said order, decree, or injunction and shall immediately become subject to all the provisions of this license and lease.

(e) In the event that such order, decree or injunction shall become permanent against any part or parts of said leased machinery, and no substitution of machinery or parts shall have been made with reasonable promptness as above stated, then in that event this license and lease shall cease and terminate in all its provisions, and if the said event occurs during the first Three (3) years of the term of this license and lease, the Licensee shall be entitled to receive back the said license fee paid by it, after deducting therefrom such proportion thereof as the elapsed time under this license and lease shall bear to the said three years.

[fol. 19033] Section 17

Right of Revocation

In case the Licensee shall violate or fail to observe any of the conditions set forth in Sections 1, 3, 6, 7, 8, 9, 10, 11, 12, 13, 20 and 21 of this license and lease, or shall cause the same to be violated, the Licensor shall have the right at its option, to revoke and terminate absolutely, this license and lease upon giving written notice to the Licensee of said revocation at least thirty (30) days before the time when such revocation is to take effect.

Except as provided in Sections 15, 16, 18 and 21, no termination or revocation whatsoever of this license and lease under any section hereof, nor the use of the remedy of injunction, accounting or re-possession shall, however, affect or in any way discharge the liability of the Licensee hereunder, to pay and to continue to pay to the Licensor, the minimum royalty provided by Section 11 hereof, for and during the entire term of this license and lease, including its supplemental eight year period if entered upon, nor shall any royalties paid by said Licensee be returned.

Section 18

Commutation of Minimum Royalties

It is further agreed that in the event of revocation by the Licensor under the provisions of Section 17, the Licensee, in lieu of its obligation therein provided to pay the said minimum royalties throughout said entire term, may at its option wholly discharge said obligation by paying to the Licensor, within sixty days after said revocation, a lump sum equal to fifty (50) per cent. of the total minimum royalties which would under this license and lease be payable during the remainder of said term, including its said supplemental period if entered upon; and it is further agreed, that the Licensee may at any time during said term, including said supplemental period, revoke and terminate this license and lease in its option, by giving written notice to the Licensor sixty (60) days beforehand of its intention so to revoke and by paying to the Licensor within said sixty days a lump sum in discharge calculated as above set forth in this Section.

[fol. 19034] Section 19

Re-Possession of the Machinery

Upon the termination of this license and lease at the end of its initial or supplemental period, or sooner as herein provided, or in the event the license fee specified herein is not paid as agreed the Licensee shall return to the Licensor the said leased machinery and all appurtenances thereof, covered by this license and lease, in good condition, reasonable wear and use excepted, by delivering the same properly crated and packed f. o. b. cars at any convenient freight station near the plant of the Licensee. If said Licensee shall fail so to deliver the machinery, the Licensor is hereby authorized to enter upon any premises where the said leased machinery may be and take possession thereof and remove it.

Section 20

Inspection

Duly authorized agents or employees of the Licensor shall at all reasonable times be allowed access to the said leased machinery for the purpose of inspecting the same and its

operation and use, and the Licensee shall afford all reasonable facilities therefor.

Section 21

Fire Loss

(a) In the event that the said leased machinery shall be damaged by fire so as to cause a suspension of production therewith the Licensee shall immediately give written notice to the Licensor as to the extent and nature of the damage to the said leased machinery and as to the plans and intentions of the Licensee relative to repairing the damage and resuming operations under this license and lease.

(b) In the event of such damage by fire, the Licensor, if so requested in the said notice, shall at its own expense and to an extent not exceeding the amount of insurance received, [fol. 19035] provide the Licensee with the machinery or parts thereof necessary to repair or replace the damaged machinery or parts. The Licensee shall at its own expense promptly and diligently proceed to install the said machinery or parts thereof. From the time when said notice is received by the Licensor and thereafter during only such time, not exceeding six months, as may be necessary for providing and installing the said machinery or parts, the minimum royalty set forth in Section 11 hereof shall be waived.

(c) If the Licensee shall not within six (6) months after the occurrence of the fire rebuild or otherwise repair the damage and resume operation under this license and lease, or if the Licensee shall fail to resume the payment of royalties when due, then in any of these cases the Licensor shall have the right at its option to revoke and cancel this license and lease.

Section 22

Waiving of Conditions

None of the terms of this license and lease shall be held to have been waived or altered unless such waiver or alteration is in writing, signed by an officer of the Licensor, expressly authorized thereto.

[fol. 19036] In Witness Whereof each of the parties hereto has caused this license and lease to be executed in duplicate,

in its name and behalf, as of the day and year first above written, the Hartford-Empire Company by Arthur T. Safford, Jr., Secretary, and Libbey Glass Company, by J. H. Wright, Prest.; both thereto duly authorized.

Licensor's signature.

Hartford-Empire Company (Seal.) By Arthur T. Safford, Jr., Secretary.

In presence of: John R. Hobson, Ada J. Cornwall.

Licensee's signature:

Libbey Glass Company, Licensee (Seal), by (Name of Officers) J. H. Wright, (Official Title) Prest.

In presence of: K. E. Burkhalter, K. G. Libbey.

[fol. 19037] Licensor's Affidavit

STATE OF CONNECTICUT,
County of Hartford, ss:

On the 26th day of February in the year one thousand, nine hundred and thirty-eight (1938) before me personally came Arthur T. Safford, Jr., to me known, who being by me duly sworn did depose and say that he resides in West Hartford, Connecticut and that he is Secretary of Hartford-Empire Company, one of the parties described in, and which executed the above license and lease; and that he executed the same for and in behalf of the said Corporation and affixed the seal of said corporation thereto by order of the Board of Directors of said Corporation, and that he knows the said seal to be the seal of the said Corporation.

Ada J. Cornwall, Notary Public. (Seal.)

[fol. 19038] Licensee's Affidavit

STATE OF OHIO,
County of Lucas, ss:

On this 15th day of February in the year one thousand, nine hundred and thirty-eight (1938) before me personally came J. H. Wright to me known, who being by me duly sworn did depose and say that he resides in Toledo, Ohio, and that he is President of the Libbey Glass Company one of the parties described in and which executed the above license and lease; and that he executed the same for and in behalf of the said Corporation and affixed the seal of said

Corporation thereto by order of the Board of Directors of said Corporation, and that he knows the said seal to be the seal of the said Corporation.

C. B. Gessner, Notary Public, Lucas County, Ohio

My Commission Expires Nov. 16, 1938. (Seal.)

[fol. 19039] SCHEDULE A

Annexed to License and Lease No. H S F-386. Dated February 25, 1938.

List of Machinery and Accessories Furnished

Single Feeder No. 475

1. 1 Hartford Single Feeder equipped with parts shown below adapted to cover range of ware specified elsewhere in this contract ..... Class 144

4 Shear Cams	Orifice Support
4 Plunger Cams	Spout Casing
1 Set Drop Guides	Shear Shanks
1 Set Ring Holders	

Not including the following parts:

Spout	Plunger
Orifice Ring	Plunger Chuck
Tube	Shear Blades
Spout Cover	

2. 1 Set Base Plates and Forehearth Shoes for Front Support ..... Class 144
3. 1 Set Metal Parts for Forehearth including Burner Equipment except pipe fittings ..... " "
4. 1 Set Clay Parts for Front Section of Forehearth ..... " "
5. 1 Interceptor Mechanism ..... " "
6. 1 Plain Chain Drive Mechanism excepting Motor and Starter, but including Chains and Sprockets adapted to cover range of ware specified elsewhere in this contract ..... " "
7. 1 Machine Synchronizer ..... " "
8. 1 Set Single Feeder Operating Tools ..... " "
9. 1 Shear Water Spray Device ..... " "

[fol. 19040] SCHEDULE B

Annexed to License and Lease No. H S F-386
Dated February 25, 1938.

Installation of Machinery

1. The Licensor will furnish free of charge to the Licensee such general supervision as the Licensor may deem necessary in connection with the installation of the leased machinery set forth in Schedule "A" annexed hereto.

2. The Licensor will, if requested in writing by the Licensee, furnish a competent machinist to direct and assist in the said installation.

3. The Licensor will, if requested in writing by the Licensee, furnish a competent operator to instruct the Licensee's operators in the operation of the said machinery for a period not exceeding two weeks from the time the said machinery is installed.

4. The Licensee will pay to the Licensor the entire cost incurred by the Licensor under (2) and of instructions under (3), including the traveling and living expenses of the men furnished, plus 10% of the said entire cost.

[fol. 19041] SCHEDULE C

Annexed to License and Lease No. H S F-386. Dated February 25, 1938

Specification of Glassware Which May Be Made Permitted Ware

The ware to be produced hereunder shall comprise only the articles named under this heading of Permitted Ware and made of the compositions of glass now commonly used for such articles, whether flint, blue, amber or green (but excluding opal), and not exceeding one hundred twenty-eight (128) ounces in weight.

1. Drinking Tumblers—limited, however, to:

(a) Pressed tumblers for drinking purposes only.

(b) Pressed stemware for drinking purposes only.

2. Pressed stems and feed for stemware.

3. Tableware—limited, however, to:
Pressed footed sundaes.

4. Miscellaneous Non-Containers—limited, however, to:

(a) Ash trays.

(b) Book ends.

[fol. 19042] Exclusions

The following articles are expressly excluded and shall not be produced under this license:

(a) Bulbs and tubing and cane all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes.

(b) Signal and optical ware.

(c) Ware intended and adapted for use where the heat resistance, physical strength, chemical resistance or electrical properties of such ware are of substantial value, provided such ware is made from glass having a linear coefficient of thermal expansion of less than .000006 per degree Centigrade, or containing more than five per cent boric oxide, or having an electric strength or thermal endurance or chemical resistance higher than a glass containing 80% silica, 10% sodium oxide, 5% boric oxide and 5% calcium oxide.

(d) Ware intended and adapted for holding food in the process of cooking or sterilizing, other than ware intended and adapted for packages for storage and sale of goods or for transportation of goods.

(e) Mold-blown articles of glass in so far as the same are or may be used for electrical purposes or in connection with electric illumination.

(f) Ware which is pressed and not blown, except as permitted above.

(g) Milk bottles and nursing bottles.

(h) Tumblers, except as permitted above; lantern globes; gas globes; chimneys; vault lights; battery jars and battery containers; fish globes; display jars; tablet jars; insulators; drawn tubing and cane; and fruit jars. *Definition of Fruit Jars*—The term "fruit jars," as used herein,

shall mean fruit jars for domestic (household) use, which, as defined herein, shall mean generally the term as used in the glass industry—the intent being to include all kinds and sizes of the regular Mason jar with sealing shoulder with [fol. 19043] screw thread that fits regular Mason fruit jar caps; Lightning style fruit jars; and other sealing jars, intended to be shipped to the trade to be sold empty to the ultimate consumer, either with or without caps; but not to include jars manufactured for packers to be filled by them before selling to their trade.

(i) Marbles and Lithographers' balls.

(j) Vacuum bottles.

[fol. 19044-19055] SCHEDULE D

Annexed to License and Lease No. H 8 F-386

Dated February 25, 1938

Rates of Royalty

The weights below specified are the weights of the finished articles.

	Blown or Pressed and Blown Per Gross	Purely Pressed* Per Gross
½ oz. wt. and under	7½ Cents	7½ Cents
Over ½ oz. wt. and not exceeding 1 oz. wt.	8 Cents	7½ Cents
Over 1 oz. wt. and not exceeding 1½ oz. wt.	9 Cents	7½ Cents
Over 1½ oz. wt. and not exceeding 2 oz. wt.	10 Cents	7½ Cents
Over 2 oz. wt. and not exceeding 4 oz. wt.	11 Cents	8¾ Cents
Over 4 oz. wt. and not exceeding 8 oz. wt.	12 Cents	9 Cents
Over 8 oz. wt. and not exceeding 12 oz. wt.	13 Cents	9¾ Cents
Over 12 oz. wt. and not exceeding 13 oz. wt.	14 Cents	10½ Cents
Over 13 oz. wt. and not exceeding 16 oz. wt.	15 Cents	11¼ Cents
Over 16 oz. wt. and not exceeding 20 oz. wt.	16 Cents	12 Cents
Over 20 oz. wt. and not exceeding 26 oz. wt.	18 Cents	13½ Cents
Over 26 oz. wt. and not exceeding 30 oz. wt.	21 Cents	15¾ Cents
	Per Pound	Per Pound
Over 30 oz. wt. and not exceeding 96 oz. wt.	1/12 of a Cent	1/16 of a Cent
Over 96 oz. wt. and not exceeding 128 oz. wt.	1/6 of a Cent	1/8 of a Cent

*Purely Pressed, that is, produced by an operation which consists solely of pressing without the intervention of any air in the mold for the purpose of changing the shape of the article to be produced.

Note.—Exhibit 1631 is otherwise similar to Exhibit 1624.

[fols. 19056-19090] GOVERNMENT EXHIBIT No. 1632

License No. M F-9 from Hartford-Empire Company to Liberty Glass Company

Dated May 25, 1926

Miller Feeder

Note: Exhibit 1632 is otherwise similar to exhibit 1625.

[fols. 19091-19115] GOVERNMENT EXHIBIT No. 1633

License and Lease No. H S F-188 from Hartford-Empire Company to Olean Glass Company, Inc., Olean, New York

Dated September 6, 1929

Hartford Single Feeder 152

Note: Exhibit 1633 is otherwise similar to Exhibit 1625.

[fol. 19116] GOVERNMENT EXHIBIT No. 1634

Renewal of License and Lease No. HWD 45

Hartford-Empire Company and Pierce Glass Company hereby agree that License and Lease No. HWD 45, dated July 2, 1923, as renewed June 15, 1925, shall be renewed for an additional period so as to run until July 1, 1937, upon all applicable conditions of said License and Lease.

Hartford-Empire Company. By Herbert Knox Smith.

Pierce Glass Company. By H. C. Herger, Sec'y.

[fol. 19117] July 31, 1936

Pierce Glass Company, Port Allegany, Pennsylvania.

Attention: Mr. H. C. Herger, Secretary.

GENTLEMEN:

In accordance with the letter of Mr. A. M. Pease dated July 28th, 1936, it is in order to amend your Field of Ware

by the addition of certain items under the heading "Miscellaneous Containers".

Therefore, it is hereby agreed between Hartford-Empire Company and Pierce Glass Company that Schedule C of Licenses and Leases Nos. HWD-45, 46, 48 and 49 dated July 2, 1923, HWD-59 dated June 29, 1929 and Schedule B of Former Licenses No. 11 dated April 2, 1934, Nos. 27 and 28 dated July 29, 1935 and No. 37 dated March 17, 1936 all amended June 19, 1936 shall be further amended under the heading "Permitted Ware" by rewriting Item 6, "Miscellaneous Containers", to read as follows:

(6) *Miscellaneous Containers* limited, however, to containers for ammonia, furniture polish, metal polish, shoe polish, bluings, cements, cleaning fluids, dyes, fire extinguishers, sewing machine oils, and turpentines.

[fol. 19118] Would you be good enough to indicate your acceptance of and concurrence in the foregoing amendment by signing both copies of this letter in the space provided below returning one copy to us for our files.

Very truly yours, Hartford-Empire Company. By Arthur T. Safford, Jr., Secretary.

Port Allegany, Pennsylvania, August 3rd, 1936.

Pierce Glass Company hereby concurs in and agrees to the foregoing.

Pierce Glass Company. By H. C. Herger, Sec'y.

JRH:SC

[fol. 19119] June 19, 1936.

Pierce Glass Company, Port Allegany, Pennsylvania. Attention: H. C. Herger.

GENTLEMEN:

Mr. Pease has requested that we forward to you an amendment to the Field of Ware of your Licenses and Licenses and Leases.

This amendment affects Schedule C of your Howard Feeder Licenses Nos. HWD-45, 46, 47, 48 and 49 dated July 2nd, 1923, HWD-59 dated June 29th, 1929 and Schedule B of the following Former Licenses:

No. 11 dated April 2, 1934, covering LA Machine No. 633.

No. 27 and 28 dated July 29, 1935, covering Model 10 Machines Nos. 7134 and 7135.

No. 37 dated March 17, 1936, covering Model 10 Machine No. 7155.

In order to make the desired amendments in the Schedules of the Licenses and Licenses and Leases above enumerated, it is hereby agreed between Hartford-Empire Company and Pierce Glass Company that said Schedules shall each be amended under the heading "Permitted Ware" to read as follows:

Permitted Ware

The ware to be produced hereunder shall comprise only the articles named under this heading of Permitted Ware and made of the compositions of glass now commonly used [fol. 19120] for such articles, whether flint, blue, amber or green (but excluding opal) and not exceeding one hundred twenty-eight (128) ounces in weight and shall not include any of the ware listed below under "Exclusions" or any other ware expressly excluded hereunder.

Blown Bottles and Blown Jars in so far as they are included within the classes of glassware now commonly known in the glass industry as:

1. *Prescription Ware* and *Proprietary Medicine Ware.*
2. *Pressure Ware.*
3. *Liquor Ware:* provided that in case the Licensee shall fail within any one calendar year to produce under all the Licenses and Leases outstanding between Licensee and Licensor at least a total of Twenty-five Thousand (25000) gross of such liquor ware, then the Licensor shall have the right at any time thereafter to revoke and cancel entirely the permission to make such ware.
4. *Food Containers* limited, however, to containers for horse-radish, table sauces, salad dressing, syrups and vinegars.
5. *Toilet Ware* limited, however, to containers for bay rum, deodorants, hair tonics, lotions, nail polish and toilet water.
6. *Miscellaneous Containers* limited, however, to containers for ammonia, furniture polish, metal polish and shoe polish.

Would you be good enough to indicate your acceptance of an- concurrence in the foregoing amendment by signing

[fol. 19121] both copies of this letter in the space provided below returning one copy to us for our files.

Very truly yours, Hartford-Empire Company. By A. T. Safford, Jr., Sec'y.

A. T. Safford, Jr.—SLC

Port Allegany, Pennsylvania, June 22, 1936.

Pierce Glass Company hereby concurs in and agrees to the foregoing.

Pierce Glass Company. By H. C. Herger, Sec'y.

[fol. 19122] Special Agreement

Renewal of Howard Licenses and Leases. Substitution of Hartford Single Feeders. Hartford-Empire Company and Pierce Glass Company.
Dated July 14, 1937.

[fol. 19123] This Agreement, made this 14th day of July, 1937 (to be effective as of June 29, 1937), between Hartford-Empire Company, a corporation organized under the laws of the state of Delaware, and having a place of business at Hartford, Connecticut (hereinafter called "Hartford"), and The Pierce Glass Company, a corporation organized under the laws of the state of New York, and having a place of business at Port Allegany, Pennsylvania (hereinafter called "Pierce"),

Witnesseth That

Whereas, Pierce has notified Hartford of its desire to renew or extend certain Licenses and Leases covering six (6) Howard Feeders used by Pierce in its glassware manufacturing business, and

Whereas, it is desired by both parties hereto that Pierce shall have the right at any time during the continuance of said Licenses and Leases to substitute Hartford Single Feeders for said Howard Feeders,

[fol. 19124] Now, Therefore, in consideration of these premises and the covenants hereinafter set forth, the parties agree as follows:

Section 1—Renewal and Extension of Licenses and Leases. (a) The initial eight (8) year period of License and Lease No. HWD-59, dated June 29, 1929, (as it may be amended) is hereby renewed for a supplemental period of

eight (8) years in accordance with the provisions of Section 4 thereof.

(b) The Licenses and Leases listed below were renewed for a second supplemental period which expired July 1, 1937:

No. HWD-45,	dated	July	2,	1923,	Howard Feeder	No. 31
No. HWD-46,	"	"	"	"	"	No. 32
No. HWD-47,	"	"	"	"	"	No. 33
No. HWD-48,	"	"	"	"	"	No. 34
No. HWD-49,	"	"	"	"	"	No. 35

The above five Licenses and Leases (as they may be amended) are hereby further renewed or extended for a third supplemental period of eight (8) years ending July 1, 1945, upon all conditions thereof except as to installation and further renewal, and without additional license fees for such renewals or extensions.

[fol. 19125] *Section 2—Right to Substitute Hartford Single Feeders.* At any time during the continuance of said six (6) Licenses and Leases or any of them, Pierce shall have the right, upon surrendering any one or more of the Howard feeders licensed and leased to it by Hartford and upon canceling the license and lease or licenses and leases covering the same, to receive from and have licensed and leased to Pierce an equal number of Hartford Single Feeders.

Section 3—Conditions of Licensing and Leasing. Such Hartford Single Feeders shall be furnished, licensed, used, held and operated under and subject to all the conditions and provisions of Hartford's standard form of License and Lease then being put out by Hartford for the licensing and leasing of such feeders; *Provided,* however, that the term of each such License and Lease shall consist of an initial period ending July 2, 1945 and, at the election of Pierce, a supplemental period of eight (8) years. The ware to be produced with such Hartford Single Feeders shall be the same as the ware permitted to be made with said Howard Feeders (and subject to the same exclusions) at the time or times at which substitution is made.

[fol. 19126] In Witness Whereof, the parties hereto have caused this Agreement to be executed in duplicate on the

day and year first above written, acting herein by its officers duly authorized hereunto.

Hartford-Empire Company, by Arthur T. Safford, Jr., Secretary.

In Presence of John R. Hobson, Shirley L. Copeland.

The Pierce Glass Company, by H. C. Herger, Secy.
L. Lemmler, W. Johnson.

[fol. 19127] License and Lease No. HWD-45 from Hartford-Empire Company to Pierce Glass Company.

Dated July 2, 1923.

Howard Feeder.

[fol. 19128] Index

Hartford-Empire Company. License and Lease Agreement

Sections	Titles
1	Extent of License and Lease.
2	Preparation for Installation.
3	Delivery and Installation.
4	Term.
5	Licensor Retains Title.
6	Place and Nature of Use.
7	Prohibition of Assignment.
8	Changes, Additions and Improvements.
9	Accounting.
10	Royalties.
11	Minimum Royalty.
12	Insurance.
13	Operation of Machinery.
14	Inherent Defects.
15	Acknowledging Validity of Patents.
16	Protection of Licensee from Infringement Claims.
17	Right of Revocation.
18	Commutation of Minimum Royalties.
19	Re-possession of the Machinery.
20	Inspection.
21	Fire Loss.
22	Bureau of Statistics.
23	Waiving the Conditions.

Schedules

A List of Machinery and Accessories furnished.
B Installation of Machinery.
C Specification of Glassware which may be made.
D Rates of Royalty.

[fol. 19129] License and Lease No. HWD-45

This License and Lease, made this second (2d) day of July, 1923, between the Hartford-Empire Company, a corporation organized under the laws of the State of Delaware and having a place of business at Hartford, Connecticut, hereinafter designated as Licensor, and Pierce Glass Company a corporation organized under the laws of the State of New York, and having a place of business at Buffalo, New York, hereinafter designated as Licensee, [fol. 19130] Witnesseth: That whereas the Licensor is the owner of certain Letters Patent of the United States and of certain applications now pending for Letters Patent of the United States, relating to the manufacture of glassware, and

Whereas the Licensee is engaged in manufacturing glassware having a plant for that purpose at Port Allegheny, Pennsylvania, and desires to use machinery embodying inventions shown in said letters patent and patent applications in said business at said plant:

Now, Therefore, in consideration of the covenants and royalties hereinafter set forth, relating, among other things, to the "Howard Feeder" described in Schedule "A" annexed hereto, hereinafter termed the leased machinery, and in consideration of the covenants of the parties hereinafter set forth, it is hereby mutually agreed as follows:

[fol. 19131] Section 1

Extent of License and Lease

(a) The Licensor hereby leases to the Licensee and hereby licenses the Licensee to use the said leased machinery. Provided, However, that this license and lease is limited (not absolute), and confers only the right to use said leased machinery in continental United States, and in the manner and for the purpose hereinafter set forth, and not otherwise.

(b) It is agreed between the parties hereto, that on obligation whatsoever rests upon or is assumed by the Licensor that other machinery and equipment of the Licensee or of others will operate successfully or efficiently in conjunction with the said leased machinery of the Licensor.

(Section 2 omitted; machinery already installed.)

[fol. 19132] (Section 3 omitted; machinery already installed.)

Section 4

Term

The term of this license and lease, unless sooner revoked or terminated as provided elsewhere herein, shall be for an initial period of Two (2) years from the date of this license and lease, with privilege, if claimed by the Licensee in writing before the expiration of the said initial period, of one renewal for a supplemental period of Five (5) years, upon all the conditions hereof, except as to installation and further renewal, and without additional license fee for such renewal.

Section 5

Licensor Retains Title

It is understood and agreed that the Licensor and its successors and assigns, retains, and at its own option, shall continue to retain throughout the term of this license and lease, complete title to said leased machinery.

[fol. 19133] Section 6

Place and Nature of Use

(a) Said leased machinery and all improvements thereon shall be used only for manufacturing the glassware defined in Schedule "C" annexed hereto, and only at said plant of Licensee located at Port Allegheny, Pennsylvania or at any other plant owned by the Licensee.

(b) Said leased machinery and all improvements thereon shall be used for delivering glass to only one forming machine, and not otherwise.

Section 7

Prohibition of Assignment

The said leased machinery shall be used only by the Licensee or its operatives and only at the plant or plants aforesaid. Neither the said leased machinery nor this license and lease shall be transferred, assigned or sub-let by the Licensee, except to the purchaser of the entire business of the Licensee. If either be otherwise transferred, assigned or sub-let, or if the Licensee discontinues for a period of more than one year the production of glassware under this license and lease, or becomes bankrupt, or a receiver is appointed over it, or if the Licensee makes any general transfer or assignment for the benefit of creditors, then and in any such case this license and lease may, at the option of the Licensor, be terminated.

[fol. 19134]

Section 8

Changes, Additions and Improvements

(a) No changes and no additions other than reasonable and necessary repairs and other necessary or proper safety appliances, shall be made in or to said leased machinery except by consent of both parties to this license and lease, or except as provided in Section 16 hereof for the event of injunction, and except as provided in this Section for improvements; and all changes and additions when made, shall become the property of the Licensor. Complete title to all patent rights at any time possessed during the term of this license and lease by the Licensee covering such changes and additions shall be transferred to the Licensor.

(b) The Licensee shall, during the term of this license and lease, be given the benefit, for the purposes set forth in Section 6, of any and all improvements for use in and upon said leased machinery, which may be devised, developed or acquired by the Licensor, if and when said improvements shall with the express consent of the Licensor, have been used commercially in the United States upon said leased machinery in the making of glassware. In such event the Licensor will, upon written request of the Licensee, furnish to the Licensee with reasonable promptness, such parts as may be needed to apply the said improvements to the said leased machinery and at prices

similar to those charged by Licensor for such parts to other similar licensees. Such improvements shall be used by the Licensee only in or upon the said leased machinery, and only during the term of this license and lease. All parts displaced from said leased machinery by the said improvements shall be returned to the Licensor.

The word "improvements" when used in this license and lease, shall be held to mean only (1) substitution of new parts for old parts of said leased machinery; or (2) changing old parts thereof; or (3) addition of new devices which are intended and adapted to become integral portions of such machinery; and not otherwise.

[fol. 19135]

Section 9

Accounting

(a) The Licensee shall keep proper books of account during its entire operation under this license and lease, showing the length of time that said leased machinery is operated each day, and the number, kinds and sizes of glassware produced each day by said machinery, and all other facts necessary or advantageous for carrying out the purpose of this license and lease, together with a semi-annual statement showing the detailed cost of such production for the preceding six months, all in such form, within reasonable limits, as shall be specified by the Licensor.

(b) Such books shall at all reasonable times be open to the inspection of the Licensor, or its duly authorized agents. The Licensee shall, on or before the fifteenth day of each month, furnish to the Licensor upon blanks provided by the latter, properly certified detailed statements giving in itemized form all the data mentioned in this Section, so far as may be required by the Licensor, for the preceding calendar month, except as to said costs of production which shall be reported semi-annually, as above provided.

[fol. 19136]

Section 10

Royalties

(a) The Licensee shall pay to the Licensor during the term of this license and lease, royalties on all merchantable glassware produced by or with the aid of said leased ma-

chinery from the completion of its installation, at rates per gross, for the respective items of ware, as provided in Schedule "D" annexed hereto.

(b) All of said royalties shall be paid monthly, at the Licensor's office, in New York funds, on or before the fifteenth day of each month, for and upon all glassware manufactured by the Licensee under this license and lease, during the preceding calendar month.

Section 11

Minimum Royalty

The said Licensee shall pay in royalties, a minimum royalty under this license and lease of not less than Fifteen Hundred (1,500) Dollars per year, to commence ninety (90) days after said leased machinery is ready to ship to Licensee, and to be payable in New York funds, on or before the fifteenth day of January, for the year last preceding, during the entire term of this license and lease, including the said supplemental period, if entered upon, of Five (5) years, subject to the provisions of Section 18. The first payment hereunder shall be prorated according to the number of months during which such minimum royalty shall have actually been accruing in the first calendar year.

[fol. 19137] Section 12

Insurance

The Licensee shall also at its own expense, procure and place in the hands of the Licensor good policies of insurance against fire to the amount of the full insurable value of said leased machinery; payable in case of loss to the Licensor; shall also pay all taxes assessed against said leased machinery, and shall hold and save the Licensor harmless against any and all damages and costs resulting from injury occurring to any of the said Licensee's employees or others on account of or in connection with said leased machinery, subsequent to the installation thereof.

Section 13

Operation of Machinery

The Licensee shall keep, use and operate said leased machinery and all parts thereof in a careful, safe, prudent,

and proper manner; shall maintain the same in good order, damage by fire excepted as hereinafter set forth; shall not, without consent of the Licensor, add to or subtract from such leased machinery as supplied by the Licensor, excepting necessary or proper safety appliances, or allow changes to be made therein, or interfere with the proper operation thereof, or remove or deface any plates, dates, numbers or inscriptions placed thereon by the Licensor. The Licensee shall promptly notify the Licensor of the need of any repairs or renewals of said leased machinery, and the Licensee shall at its own expense effect such repairs and renewals, purchasing the necessary renewal parts from the Licensor. The Licensor agrees to furnish promptly such renewal parts at prices not in excess of the prices charged by responsible outside parties for parts of similar design, material and workmanship. If the Licensor declines or neglects so to furnish such parts, the Licensee may procure them elsewhere, but they shall not be installed on such machinery until they have been inspected and approved by a representative of the Licensor. The Licensee shall pay for the time and expenses of such representative.

[fol. 19138]

Section 14

Inherent Defects

The Licensor shall remedy and make good without charge, any inherent defects appearing in the materials of said leased machinery, during one year from date of installation.

Section 15

Acknowledging Validity of Patents

(a) Licensee hereby acknowledges the validity of any and all patents that may be issued upon the said patent applications of the Licensor and of any and all other patents now or during the term of this license and lease, owned, controlled or leased by the Licensor, covering or relating to the said leased machinery, or to the methods or processes performed by the said leased machinery, and waives all rights to justify any breach of this license and lease on the Licensee's part by denying the validity of such patents, or any of them, excepting as to the claim or claims of said patent or patents which may by final decree of a court of competent jurisdiction, within the judicial circuit wherein

said plant is located, including appellate courts if appeal is taken, have been declared void, this exception being limited to the particular claim or claims thus declared void.

(b) In case such final decree shall declare to be void all or substantially all of the Licensor's patents embodied in and relating to the said leased machinery, so that the Licensee is thereby evicted from all or substantially all of the benefits of this license and lease, then and in that case the Licensee may at its option revoke and terminate this license and lease, in which event the Licensee shall thereupon restore to the Licensor all of the said Leased machinery and its appurtenances as provided in Section 19 hereof, and shall be thereupon relieved from paying further minimum royalties. Provided, however, that until such revocation and restoration the Licensee shall continue to be bound by all the covenants and provisions of this license and lease.

[fol. 19139] Section 16

Protection of Licensee from Infringement Claims

(a) The Licensor will at its own expense defend any suits or claims brought against the Licensee for alleged infringement of patents based on the use of the said leased machinery, unless or until the Licensor shall elect to effect a settlement thereof. The Licensee shall promptly inform the Licensor of any such suit or claim, or any threat or probability thereof, coming to the knowledge of the Licensee, and shall at the Licensor's expense, fully and freely aid the Licensor in defending the same; and shall further promptly inform the Licensor of any infringement of the Licensor's patents coming to the knowledge of the Licensee.

(b) The Licensor shall have the right to intervene in and defend, as a party thereto, any suit brought against the Licensee during the term hereof which involves or in any way affects the validity of any patent embodied in said leased machinery or in any improvement thereof furnished by the Licensor.

(c) In case the Licensor shall be delayed in the performance of, or be rendered unable to perform all or any part of this license and lease, by reason of strikes, unavoidable accident, the non-arrival of machines or materials, or

if the installation or operation of the said leased machinery shall be delayed or stopped by the process or order of any court of competent jurisdiction, the Licensor shall not be liable to the Licensee for any loss, delay or damage incurred thereby, except as set forth and limited in this Section, [fol. 19140] Provided, however, that if the right of the Licensee to use the said leased machinery, or any part thereof, shall be suspended by reason of an order, decree of injunction issued by any court of competent jurisdiction, then during the continuance of restraint by such order, decree or injunction, or until the Licensor shall have substituted other machinery or parts as hereinafter set forth, which said Licensor agrees to do as promptly as reasonably possible, the minimum royalty as set forth in Section 11 hereof shall be waived.

(d) In the event of such an order, decree or injunction being issued against any part or parts of said leased machinery, the Licensor reserves the right to substitute with reasonable promptness other machinery or parts for those involved in the injunction and at no cost or charge to the Licensee excepting any license fee or royalty which the Licensor may have to pay for the right to make, and license the Licensee to use, such other machinery or parts. The parts or parts so substituted shall be of an efficiency substantially equal to that of the part or parts so involved in said order, decree or injunction and shall immediately become subject to all the provisions of this license and lease.

(e) In the event that such order, decree or injunction shall become permanent against any part or parts of said leased machinery, and no substitution of machinery or parts shall have been made with reasonable promptness as above stated, then in that event this license and lease shall cease and terminate in all its provisions.

[fol. 19141]

Section 17

Right of Revocation

(a) In case the Licensee shall violate or fail to observe any of the conditions set forth in Sections 1, 6, 7, 8, 9, 10, 11, 12, 13, 20 and 21 of this license and lease, or shall cause the same to be violated, the Licensor shall have the right at its option, to revoke and terminate absolutely, this license and lease upon giving written notice to the Licensee

of said revocation at least thirty (30) days before the time when such revocation is to take effect.

(b) Except as provided in Sections 15, 16, 18 and 21, no termination or revocation whatsoever of this license and lease under any section hereof, nor the use of the remedy of injunction, accounting or re-possession shall, however, affect or in any way discharge the liability of the Licensee hereunder, to pay and to continue to pay to the Licensor, the minimum royalty provided by Section 11 hereof, for and during the entire term of this license and lease, including its supplemental five (5) year period if entered upon, nor shall any royalties paid by said Licensee be returned.

Section 18

Commutation of Minimum Royalties

It is further agreed that in the event of such revocation set forth in Section 17, the Licensee, in lieu of said obligation therein provided to pay the said minimum royalties throughout said entire term, may at its option wholly discharge said obligation by paying to the Licensor within sixty days after said revocation, a lump sum equal to fifty (50) per cent. of the total minimum royalties which would under this license and lease be payable during the remainder of said term, including its said supplemental period if entered upon; and provided further, that the Licensee may at any time during said term, including said supplemental period, revoke and terminate this license and lease in its option, by giving written notice to the Licensor sixty (60) days beforehand of its intention so to revoke and by paying to the Licensor within said sixty days a lump sum in discharge calculated as above set forth in this section.

[fol. 19142] Section 19

Re-Possession of the Machinery

Upon the termination of this license and lease at the end of its initial or supplemental period, or sooner as herein provided, the Licensee shall return to the Licensor the said leased machinery and all appurtenances thereof, as covered by this license and lease, in good condition, reasonable wear and use excepted, by delivering the same properly crated and packed f. o. b. cars at any convenient freight station near the plant of the Licensee. If said Licensee shall fail

so to deliver the machinery, the Licensor is hereby authorized to enter upon any premises where the said leased machinery may be and take possession thereof and remove it.

Section 20

Inspection

Duly authorized agents or employees of the Licensor shall at all reasonable times be allowed access to the said leased machinery for the purpose of inspecting the same and its operation and use, and the Licensee shall afford all reasonable facilities therefor.

[fol. 19143]

Section 21

Fire Loss

(a) In the event that the said leased machinery shall be damaged by fire so as to cause a suspension of production therewith the Licensee shall immediately give written notice to the Licensor as to the extent and nature of the damage to the said leased machinery, and as to the plans and intentions of the Licensee relative to repairing the damage and resuming operations under this license and lease.

(b) In the event of such damage by fire, the Licensor, if so requested in the said notice, shall at its own expense and to an extent not exceeding the amount of insurance received, provide the Licensee with the machinery or parts thereof necessary to repair or replace the damaged machinery or parts. The Licensee shall at its own expense promptly and diligently proceed to install the said machinery or parts thereof. From the time when said notice is received by the Licensor and thereafter during only such time, not exceeding six months as may be necessary for providing and installing the said machinery or parts, the minimum royalty set forth in Section 11 hereof shall be waived.

(c) If the Licensee shall not within six (6) months after the occurrence of the fire rebuild or otherwise repair the damage and resume operation under this license and lease; or if the Licensee shall fail to resume the payment of royalties when due, then in any of these cases the Licensor shall

have the right at its option to revoke and cancel this license and lease.

[fol. 19144] Section 22

Bureau of Statistics

If the Licensor shall undertake to establish and conduct a bureau for the collection, preservation and use of data relating to the operations and purposes of its licenses and leases, then in that case the expense of maintaining such a bureau shall be defrayed by proportionate assessments to to be made by the Licensor monthly upon its Licensees. The proportion to be assessed upon the License shall be the same as the proportion which the number of such licenses and leases held by this Licensee at the time of making such assessments shall bear to the total number of similar licenses and leases then held by all the Licensees of the Licensor in the United States. This Licensee hereby agrees to pay the amount so assessed upon it for each month within fifteen days from the date of receiving statements therefor from the Licensor.

Section 23

Waiving the Conditions

None of the terms of this license and lease shall be held to have been waived or altered unless such waiver or alteration is in writing, signed by an officer of the Licensor, expressly authorized thereto.

[fol. 19145] In witness whereof each of the parties hereto has caused this license and lease to be executed in duplicate, in its name and behalf, as of the day and year first above written, the Hartford-Empire Company, by Herbert Knox Smith, Treasurer, and Pierce Glass Company, by V. M. Pierce, President, both thereto duly authorized.

Licensor's Signature

Hartford-Empire Company. (Seal.) By Herbert Knox Smith, Treasurer.

In presence of: Roger M. Eldred, Jessie L. Atherton.

Licensee's Signature

Pierce Glass Company. (Seal.) By V. M. Pierce, President.

In presence of: J. R. MacMillin, Eva Kolb.

[fol. 19146] Licensor's Affidavit

STATE OF CONNECTICUT,
County of Hartford, ss:

On this 6th day of July, in the year one thousand, nine hundred and twenty-three (1923) before me personally came Herbert Knox Smith to me known, who being by me duly sworn did depose and say that he resides in the Town of Farmington, County of Hartford, and State of Connecticut, and that he is Treasurer of Hartford-Empire Company, one of the parties described in, and which executed the above license and lease; and that he executed the same for and in behalf of the said Corporation and affixed the seal of said Corporation thereto by order of the Board of Directors of said Corporation, and that he knows the said seal to be the seal of the said Corporation.

Jessie L. Atherton, Notary Public. (Seal.)

[fol. 19147] Licensee's Affidavit

STATE OF NEW YORK,
County of Erie, ss:

On this 2 day of July, in the year one thousand, nine hundred and twenty-three (1923), before me personally came V. Matt Pierce, to me known, who being by me duly sworn did depose and say that he resides in the City of Buffalo, County of Erie, and State of New York, and that he is President of the Pierce Glass Company, one of the parties described in and which executed the above license and lease; and that he executed the same for and in behalf of the said Corporation and affixed the seal of said Corporation thereto by order of the Board of Directors of said corporation, and that he knows the said seal to be the seal of the said Corporation.

Chas. G. Herger, Notary Public. (Seal.)

[fol. 19148] SCHEDULE A

Annexed to License and Lease No. HWD-45. Dated July 2, 1923, between Hartford-Empire Company and Pierce Glass Company of Buffalo, N. Y.

List of Machinery and Accessories Furnished

Howard Feeder No. 31

One Howard Automatic Feeder complete—comprising machine parts, clay parts, piping and tools—all as per

drawings made for the Howard Automatic Glass Feeder Company by the Butler Engineering Company of Butler, Pa., as follows:

Dwg. No.	200	dated June 13, 1922.		335	dated June 13, 1922.
	205	"		360	"
	210	"		375	"
	230	"		390	"
	250	"		400	"
	270	"		405	"
	295	"		415	"
	315	"		425	"
	330	"		450	"
				452	dated July 8, 1922.

[fol. 19149] (Schedule B omitted; machinery already installed.)

[fol. 19150] SCHEDULE C

Annexed to License and Lease No. HWD-45. Dated July 2, 1923, between Hartford-Empire Company and Pierce Glass Company, of Buffalo, N. Y.

Specification of Glassware Which May Be Made

Permitted Ware

The ware to be produced hereunder shall comprise (except as expressly excluded below under "Exclusions" all the articles named under this heading of Permitted Ware and made of the compositions of glass now commonly used for such articles, whether white, blue, amber or green, and not exceeding seventy-two (72) ounces in weight.

Blown Bottles and Blown Jars, in so far as they are included within the classes of glassware now commonly known in the glass industry as

(1) Prescription Ware, Proprietary Medicine Ware, and Pressed Ware.

(2) Liquor Ware; *Provided,* that in case the Licensee shall fail in any one calendar year to produce under this license and lease at least twenty-five thousand (25,000) gross of such Liquor Ware, then the Licensor shall have the

right, at any time thereafter to revoke and cancel entirely said privilege of making such Liquor Ware.

Hartford-Empire Company. By Herbert Knox Smith, Treas.

Pierce Glass Company. By V. M. Pierce.

[fol. 19151] Exclusions

The following articles are expressly excluded and shall not be produced under this license:

(a) Parts of electric lamps and ray tubes, and of other permanently sealed enclosures for electrical purposes, together with tubing and cane for such articles.

(b) Signal and optical ware.

(c) Ware intended and adapted for heat resisting, chemical resisting, and low-expansion purposes, made from glass containing one (1) per cent or more of boric oxide.

(d) Glassware intended and adapted for holding food in the process of cooking, and articles not now made of glass, and demanding for the successful use of such articles properties not found in ordinary glasses.

(e) Mold-blown articles of glass in so far as the same are or may be used for electrical purposes or in connection with electric illumination.

(f) Ware which is pressed and not blown.

(g) Milk bottles and nursing bottles.

(h) Tumblers; fruit jars; lantern globes; gas globes; chimneys; vault lights; battery jars and battery containers; fish globes; display jars; tablet jars; and insulators.

(i) All the ware now commonly known in the glass industry as Packers Ware or as Miscellaneous Ware.

Hartford-Empire Company. By Herbert Knox Smith, Treas.

Pierce Glass Company. By V. M. Pierce.

[fol. 19152] SCHEDULE D

Annexed to License and Lease No. Hwd-45. Dated July 2, 1923, between Hartford-Empire Company and Pierce Glass Company of Buffalo, N. Y.

Rates of Royalty

	Per Gross
Not over 10 oz. weight	10 Cents
Over 10 oz. weight and not exceeding 13 oz. weight	11 Cents
Over 13 oz. weight and not exceeding 16 oz. weight	12 Cents
Over 16 oz. weight and not exceeding 20 oz. weight	13 Cents
Over 20 oz. weight and not exceeding 26 oz. weight	15 Cents
Over 26 oz. weight and not exceeding 31 oz. weight	17 Cents
Over 31 oz. weight and not exceeding 36 oz. weight	19 Cents
Over 36 oz. weight and not exceeding 40 oz. weight	23 Cents
Over 40 oz. weight and not exceeding 72 oz. weight, one-twelfth (1-12) of one cent per pound.	

The weights above specified are the weights of the finished articles.

[fols. 19153-19160] Renewal of License and Lease

June 15, 1925.

It is agreed that License and Lease No. Hwd.-45—dated July 2, 1923, between Hartford-Empire Company, Licensor, and Pierce Glass Company, Licensee, shall be and it is hereby renewed under the provisions of Section 4 of said License and Lease so as to run until July 2, 1930, upon all the conditions of said License and Lease except as to installation and further renewal and without additional license fee for this renewal.

Hartford-Empire Company by F. Goodwin Smith, Vice Pres't. (Seal.) Pierce Glass Company by Chas. G. Merger, Treas. (Seal.)

[fols. 19161-19182 GOVERNMENT EXHIBIT No. 1635]

General Agreement Between Hartford-Empire Company and Sterling Glass Company

This Agreement made and entered into this 7th day of July, 1933, between Hartford-Empire Company, a corporation of Delaware having its principal place of business at

Hartford, Connecticut, (hereinafter called "Hartford") and Sterling Glass Company, a corporation of Indiana having its principal place of business at Lapel, Indiana, (hereinafter called "Sterling").

[fols. 19183-19191] *Schedule A*

Annexed to General Agreement between Hartford-Empire Company and Sterling Glass Company, Dated July 7th, 1933.

Machines Covered by Agreement

1. The Three (3) Miller Feeders to which will be attached, immediately after the execution of this Agreement, Hartford-Empire Company number plates numbered 63, 64, and 65, and One (1) Meyer Feeder to which also will be attached, immediately after the execution of this Agreement, Hartford-Empire Company number plate numbered 1, all of which feeders are now located on the tank at the plant of Sterling.

(Note: General Agreement in Exhibit 1635 is otherwise similar to Exhibit 152 (Hartford-Lamb Agreement).

[fol. 19192] *Settlement Agreement*

This Agreement made this seventh day of July, 1933, between Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford"), and Sterling Glass Company, a corporation of Indiana, having its principal place of business at Lapel, Indiana, (hereinafter called "Sterling"),

Witnesseth:

Whereas Hartford is engaged in the manufacture of glass-working machinery and in the licensing of machinery and methods for the manufacture of glassware, and further, owns many inventions, applications for letters patent and patents of the United States relating to the manufacture of glassware, and

Whereas Sterling is engaged in the manufacture of glassware, and prior to the date hereof has used certain glass feeding machines which Hartford claims infringe certain patents of Hartford,

Whereas Sterling desires to effect a settlement for its past infringing uses of Hartford's patents,

Now, Therefore, in consideration of these premises and the covenants and payments hereinafter set forth, the parties agree as follows—

[fol. 19193] *Section 1—Payment of Damages.* (a) Sterling hereby agrees to pay to Hartford the sum of Ten Thousand Dollars ($10,000)—said sum to be paid in five (5) installments of Two Thousand Dollars ($2,000) each—the first of said installments being due July 10, 1933, the remaining installments being due January 1, 1934, April 1, 1934, July 1, 1934 and October 1, 1934, respectively. Sterling will execute a note payable to Hartford for the sum of Ten Thousand Dollars ($10,000) payable in the amounts and at the times herein specified.

(b) In the event that Sterling shall fail to pay any of its installments when the same shall become due Hartford shall be entitled to revoke the General Agreement between Hartford-Empire Company and Sterling Glass Company of even date herewith, or any individual license and lease issued thereunder and to take possession of the machinery covered by said agreement or by any of said individual licenses and leases in the manner provided for in Sections 19 and 21 thereof; *Provided,* however, that this right of revocation and repossession shall in no way affect any other remedy Hartford may have for the collection of any of said installments.

[fol. 19194] *Section 2—Release.* Hartford hereby releases Sterling from any and all claims and demands by Hartford in law or equity for profits and/or damages arising from infringement occurring prior to the date hereof of patents of Hartford in so far as said infringement consisted in the making, using or selling by Sterling of three (3) certain glass feeding machines known as Miller Feeders and one (1) certain glass feeding machine known as a Meyer Feeder, said feeders being more specifically described in Schedule A of the General Agreement referred to above.

Section 3—Transfer of Feeder Inventions. Sterling hereby sells, assigns and transfers to Hartford all its right, title and interest to and in any inventions, applications for letters patent of the United States and United States

patents now owned or controlled by it and relating to the feeding of molten glass.

Furthermore, Sterling, at the request of Hartford, will execute such further documents as shall be necessary to vest title to such inventions, patent applications and patents in Hartford.

In Witness Whereof the parties have hereunto set their hands and seals, acting herein by their respective officers [fol. 19195] duly authorized therefor.

Hartford-Empire Company, By F. Goodwin Smith, Pr.

Attest:

Arthur T. Safford, Jr., Secretary.

Sterling Glass Company By John D. Warfield, President.

Attest:

W. S. Warfield, Secretary.

[fols. 19196-19198] Bill of Sale

In consideration of the sum of One Dollar ($1.00) and other valuable considerations, receipt of which is hereby acknowledged, Sterling Glass Company, a corporation of Indiana having its principal place of business at Lapel, Indiana, hereby agrees to sell, assign and transfer and does by these presents sell, assign and transfer to Hartford-Empire Company of Hartford, Connecticut, all right, title and interest to and in three (3) certain glass feeders known as Miller Feeders and one (1) certain glass feeder known as a Meyer Feeder now located in its plant at Lapel, Indiana.

To said Miller Feeders, in accordance with an agreement of even date herewith, shall be affixed Hartford-Empire Company number plate 63 through 65, and to said Meyer Feeder, Hartford-Empire Company number plate number 1.

In Witness Whereof said Sterling Glass Company, by its President duly authorized therefor, hereunto sets its hand and seal this seventh day of July, 1933.

Sterling Glass Company, by John D. Warfield, President.

Attest, N. S. Warfield, III, Secretary.

* * * * * * *

[fols. 19199-19202] GOVERNMENT EXHIBIT No. 1636

Settlement Agreement

This Agreement made at Hartford, Connecticut, this 18th day of February, 1936, between Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut (hereinafter called "Hartford"), and Tygart Valley Glass Company, a corporation of West Virginia, having its principal place of business at Washington, Pennsylvania (hereinafter called Tygart"),

• • • • • • •

Note: Settlement agreement in Exhibit 1636 is otherwise similar to Exhibit 156 (Hartford-Maywood agreement).

• • • • • • •

[fol. 19203] SCHEDULE A

Annexed to Settlement Agreement

U. S. Patents and Applications Assigned to Tygart Valley Glass Company and Transferred to Hartford-Empire Company by the Foregoing Settlement Agreement

Olbert C. Noble

1,552,497	Sept. 8, 1925	Method and Apparatus for Feeding Glass
1,798,217	Mar. 31, 1931	Method of and Apparatus for Forming Glass Articles

Edward C. Stewart

1,986,650	Jan. 1, 1935	Apparatus for Feeding Molten Glass
1,961,015	May 29, 1934	Method of and Apparatus for Feeding Glass
2,013,451	Sept. 3, 1935	Method of Feeding Glass
2,010,334	Aug. 6, 1935	Method of and Apparatus for Feeding Molten Glass

Serial No. 730,736, filed June 15, 1934, Method of and Apparatus for Feeding Molten Glass. Appealed Sept. 12, 1935.

[fols. 19204-19227] General Agreement

Between

Hartford-Empire Company

and

Tygart Valley Glass Company

This Agreement made and entered into at Hartford, Connecticut, this 18th day of February, 1936 between Hartford-Empire Company, a corporation of Delaware, having

its principal place of business at Hartford, Connecticut (hereinafter called "Hartford"), and Tygart Valley Glass Company, a corporation of West Virginia, having its principal place of business at Washington, Pennsylvania (hereinafter called "Tygart"),

• • • • • • •

[fol. 19228]

Schedule A

Annexed to General Agreement

between

Tygart Valley Glass Company

and

Hartford-Empire Company

Dated February 18, 1936

Machines Covered By Agreement

1. Thirteen feeders, built by Tygart, as follows:

2 Tygart feeders of the reciprocating plunger type, the construction of which is illustrated in the attached drawings marked "Plunger Feeder" and "Plunger and Cup Type"

5 Tygart feeders of the air type, some of which are used in the form illustrated in the attached drawing marked "Air Type with Pump", and others of which are used in the form illustrated in the attached drawing marked "Air Type with Venturi"

6 Tygart feeders of the stationary plug type, the construction of which is illustrated in the attached drawings marked "Stationary Plug Type" and "Stationary Plug and Cup Type"

Any or all of the feeders identified above as feeders of the "Air Type" and feeders of the "Stationary Plug Type" may be changed as Tygart may desire to the form referred to above as the "Reciprocating Plunger Type". [fol. 19229] The above-identified Tygart feeders of the "Plunger and Cup Type" and the "Stationary Plug and Cup Type" include six (6) cup mechanisms, each of which is adaptable to any one of the feeders of the "Plunger

Type" and to any one of the feeders of the "Stationary Plug Type", and when so used, changes the feeder to the "Plunger and Cup Type" or to the "Stationary Plug and Cup Type".

The thirteen feeders identified above include fourteen (14) sets of shear mechanisms, of which four (4) are Overmeyer shear mechanisms of the construction illustrated in the attached drawing marked "Plunger Type" and ten (10) are Miller shear mechanisms of the construction illustrated in the attached drawing marked "Miller Shear Assembly". Each of these fourteen (14) shear mechanisms is adaptable to any one of the thirteen (13) feeders identified above. Tygart shall have the right to substitute other shear mechanisms on any of its said thirteen (13) feeders, as it may desire.

Each of the thirteen feeders identified above also includes a forehearth, indicated diagrammatically in the attached [fols. 19230-19251] drawing marked "Forehearth".

Said feeders shall be further identified by Hartford patent plates bearing serial numbers 1 through 13 inclusive.

* * * * * * *

Note: General agreement in Exhibit 1636 is otherwise similar to Exhibit 152 (Hartford-Lamb agreement).

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[fols. 19252-19288] GOVERNMENT EXHIBIT No. 1637

License and Lease No. H S F 393 from Hartford-Empire Company to T. C. Wheaton Company, Millville, New Jersey

Dated December 13, 1938

Hartford Single Feeder No. 485. Edition February, 1938

Note: Exhibit 1637 is otherwise similar to exhibit 1624.

[fols. 19289-19290] GOVERNMENT EXHIBIT No. 1638

License and Lease No. ——

This License and Lease, made this — day of ——, 19—, between the Hartford-Fairmont Company, a corporation organized under the laws of the State of New York and

having a place of business at Canajoharie in the said State, hereinafter designated as Licensor, and —— ——, a corporation organized under the laws of the State of ——, and having a place of business at —— in the State of ——, hereinafter designated as Licensee.

[fols. 19291-19292] Witnesseth: That whereas the Licensor is the owner of certain Letters Patent of the United States and of certain applications now pending for Letters Patent of the United States, relating to the manufacture of glassware, and

Whereas the Licensee is engaged in manufacturing glassware having a plant for that purpose at —— —— and desires to use machiney embodying inventions shown in said letters patent and patent applications in said business at said plant:

Now, Therefore, in consideration of the royalties hereinafter set forth, and a license fee of ———— to be paid by said Licensee to said Licensor in the following manner: —— to be paid upon the execution and delivery of this license and lease and the balance of —— —— upon the installation of the machinery enumerated in Schedule "A" annexed hereto, hereinafter termed the leased machinery; and in consideration of the covenants of the parties hereinafter set forth, it is hereby mutually agreed as follows:

[fols. 19293-19294] Section 1

Extent of License and Lease

(a) The Licensor hereby leases to the Licensee and hereby licenses the Licensee to use the said leased machinery. Provided, However, that this license and lease is limited (not absolute), and confers only the right to use said leased machinery in the United States, and in the manner and for the purpose hereinafter set forth, and not otherwise.

(b) It is agreed between the parties hereto, that no obligation whatsoever rests upon or is assumed by the Licensor that other machinery and equipment of the Licensee will operate successfully or efficiently in conjunction with the said leased machinery of the Licensor.

Section 2

Preparation for Installation

The Licensee agrees, upon receiving drawings and lists showing locations and dimensions of said leased machinery, to furnish and have ready proper floor space, foundations, piping, shafting, tools, power and such other adjuncts and equipment as are required, to the complete satisfaction of the Licensor.

[fols. 19295-19296] Section 3

Delivery and Installation

(a) The Licensor, as soon as reasonably possible after the provisions of Section 2 have been complied with, shall deliver said leased machinery f. o. b. at place of manufacture, and shall install said leased machinery as provided in Schedule "B" annexed hereto.

(b) The Licensee agrees to proceed diligently with the installation of said leased machinery as soon as the same is delivered, and upon completion of its installation to accept the machinery and pay royalties to the Licensor as called for by Sections 10 and 11 of this license and lease.

Section 4

Term

The term of this license and lease, unless sooner revoked or terminated as provided elsewhere herein, shall be for an initial period of Ten (10) years from the date of this license and lease, with privilege, if claimed by the Licensee in writing before the expiration of the said initial period, of one renewal for a supplemental period of Seven (7) years, upon all the conditions hereof, except as to installation, and without additional license fee for such renewal.

Section 5

Licensor Retains Title

It is understood and agreed that the Licensor and its successors and assigns, retains, and at its own option, shall continue to retain throughout the term of this license and lease, complete title to said leased machinery.

[fols. 19297-19298] Section 6

Place and Nature of Use

(a) Said leased machinery shall be used only for manufacturing the glassware defined in Schedule "C" annexed hereto, and only at said plant of Licensee located at ——

(b) In case, however, said Licensee should on account of damage by fire, or help problems, or for other good and sufficient reasons, wish to establish its plant at some other place in the United States, the said leased machinery may be moved to such new location and there installed at Licensee's cost and operated subject to all the conditions of this license and lease, provided that the Licensee shall give sixty days' written notice to the Licensor of its intention thus to change location, with the reasons therefor.

Section 7

Prohibition of Assignment

The said leased machinery shall be used only by the Licensee or its operatives, and only at the plant or plants aforesaid. Neither the said leased machinery nor this license and lease shall be transferred, assigned or sub-let by the Licensee, except to the purchaser of the entire business of the Licensee. If either be otherwise transferred, assigned or sub-let, or if the Licensee discontinues for a period of more than one year the production of glassware under this license and lease, or becomes bankrupt, or a receiver is appointed over it, or if the Licensee makes any general transfer or assignment for the benefit of creditors, then and in any such case this license and lease may, at the option of the Licensor, be terminated.

[fols. 19299-19300] Section 8

Changes, Additions and Improvements

(a) No changes and no additions other than reasonable and necessary repairs and other than necessary or proper safety appliances, shall be made to said leased machinery except by consent of both parties to this license and lease, or except as provided in Section 16 hereof for the event of injunction, and except as provided in this Section for improvements; (and all changes and additions when made,

shall become the property of the Licensor. Complete title to all patent rights at any time possessed during the term of this license and lease by the Licensee covering such changes and additions shall be transferred to the Licensor.)

(b) The Licensee shall, during the term of this license and lease, be given the benefit of any and all improvements for use in and upon said leased machinery, which may be devised, developed or acquired by the Licensor, if and when said improvements shall with the express consent of the Licensor, have been used commercially in the United States in the making of glassware. In such event the Licensor will, upon written request of the Licensee, furnish to the Licensee with reasonable promptness, such parts as may be needed to apply the said improvements to the said leased machinery, and at no cost to the Licensee except the cost of making, building and installing said parts, including such license fees and royalties as the Licensor may have to pay for the right to make, and license the Licensee to use, the said improvements. Such improvements shall be used by the Licensee only in or upon the said leased machinery, and only during the term of this license and lease. All machines or parts thereof displaced from said leased machinery by the said improvements shall be returned to the Licensor.

[fols. 19301-19302] Section 9

Accounting

(a) The Licensee shall keep proper books of account during its entire operation under this license and lease, showing the length of time that said leased machinery is operated each day, and the number, kinds and sizes of glassware produced each day by said machinery, and the full details of each sale and shipment of glassware made by the Licensee with the aid of said machinery, name and address of purchaser, quantity sold, prices obtained, and all other facts necessary or advantageous for carrying out the purpose of this license and lease, together with a semi-annual statement showing the detailed cost of such production and selling for the preceding six months, all in such form, within reasonable limits, as shall be specified by the Licensor.

(b) Such books shall at all reasonable times be open to the inspection of the Licensor, or its duly authorized agents. The Licensee shall, on or before the fifteenth day of each month, furnish to the Licensor upon blanks provided by the latter, properly certified detailed statements giving in itemized form all the data mentioned in this Section, so far as may be required by the Licensor, for the preceding calendar month, except as to said costs of production and selling, which shall be reported semi-annually, as above provided. The Licensor shall disclose such facts only to Licensees, licensed under agreements similar to this license and lease, and then only when in the exercise of a reasonable discretion by the Licensor such disclosure seems necessary for enforcing the terms of this license and lease.

[fols. 19303-19304] Section 10

Royalties

(a) The Licensee shall pay to the Licensor during the term of this license and lease, royalties on all merchantable glassware produced by or with the aid of said leased machinery from the completion of its installation, at rates per gross, for the respective items of ware, as provided in Schedule "D" annexed hereto.

(b) All of said royalties shall be paid monthly, at the Licensor's office, in New York funds, on or before the fifteenth day of each month, for and upon all glassware manufactured by the Licensee under this license and lease, during the preceding calendar month.

Section 11

Minimum Royalty

The said Licensee shall pay in royalties, a minimum royalty under this license and lease of not less than.....

.....

per quarter year, to commence upon the installation of said leased machinery, and to be payable in New York funds, on or before the fifteenth days of January, April, July and October, for the respective quarter years last preceding the said months, during the entire term of this license and lease, including the said supplemental period, if entered upon, of Seven (7) years, subject to the provisions of Section 19.

[fols. 19305-19306] Section 12

Insurance

The Licensee shall also at its own expense, procure and place in the hands of the Licensor good policies of insurance against fire to the amount of .....

.....

upon said leased machinery; payable in case of loss to the Licensor; shall also pay all taxes assessed against said leased machinery, and shall hold and save the Licensor harmless against any and all damages and costs resulting from injury occurring to any of the said Licensee's employees or others on account of or in connection with said leased machinery, subsequent to the installation thereof.

Section 13

Operation of Machinery

The Licensee shall keep, use and operate said leased machinery and all parts thereof in a careful, safe, prudent, and proper manner; shall maintain the same in good order, damage by fire excepted as hereinafter set forth; shall not, without consent of the Licensor, add to or subtract from such leased machinery as supplied by the Licensor, excepting necessary or proper safety appliances, or allow changes to be made therein, or interfere with the proper operation thereof, or remove or deface any plates, dates, numbers or inscriptions placed thereon by the Licensor. The Licensee shall promptly notify the Licensor of the need of any repairs or renewals of said leased machinery, and the Licensee shall at its own expense effect such repairs and renewals, purchasing the necessary renewal parts from the Licensor. The Licensor agrees to furnish promptly such renewal parts at prices not in excess of the prices charged by responsible outside parties for parts of similar design, material and workmanship.

[fols. 19307-19308] Section 14

Inherent Defects

The Licensor shall remedy and make good without charge, any inherent defects appearing in the construction of said leased machinery, or in the materials of which it is made, during one year from date of installation.

Section 15

Acknowledging Validity of Patents

(a) Licensee hereby acknowledges the validity of any and all patents that may be issued upon the said patent applications of the Licensor and of any and all other patents now or during the term of this license and lease, owned, controlled or leased by the Licensor, covering or relating to the said leased machinery, or to the methods or processes performed by the said leased machinery, and waives all rights to justify any breach of this license and lease on the Licensee's part by denying the validity of such patents, or any of them, excepting as to the claim or claims of said patent or patents which may by final decree of a court of competent jurisdiction, within the judicial circuit wherein said plant is located, including appellate courts if appeal is taken, have been declared void, this exception being limited to the particular claim or claims thus declared void.

(b) In case such final decree shall declare to be void all or substantially all of the Licensor's patents embodied in and relating to the said leased machinery, so that the Licensee is thereby evicted from all or substantially all of the benefits of this license and lease, then and in that case the Licensee may at its option revoke and terminate this license and lease, in which event the Licensee shall thereupon restore to the Licensor all of the said Leased machinery and its appurtenances as provided in Section 20 hereof, and shall be thereupon relieved from paying further minimum royalties. Provided, however, that until such revocation and restoration the Licensee shall continue to be bound by all the covenants and provisions of this license and lease.

[fol. 19309]

Section 16

Protection of Licensee from Infringement Claims

(a) The Licensor will at its own expense save and hold the Licensee harmless against damages and costs recovered in any suits or claims brought against the Licensee for alleged infringement of patents based on the use of the said leased machinery, but only to the extent of the royalties which shall have been paid by the Licensee during and for the period of infringement and before the judgment for such recovery. The Licensor shall, upon the written re-

quest of the Licensee, defend any such suits or claims, unless or until the Licensor shall elect to effect a settlement thereof. The Licensee shall promptly inform the Licensor of any such suit or claim, or any threat or probability thereof, coming to the knowledge of the Licensee, and shall, at the Licensor's expense, fully and freely aid the Licensor in defending the same; and shall further promptly inform the Licensor of any infringement of the Licensor's patents coming to the knowledge of the Licensee.

(b) The Licensor shall have the right to intervene in and defend, as a party thereto, any suit brought against the Licensee during the term hereof which involves or in any way affects the validity of any patent embodied in said leased machinery or in any improvement thereof furnished by the Licensor.

(c) In case the Licensor shall be delayed in the performance of, or be rendered unable to perform all or any part of this license and lease, by reason of strikes, unavoidable accident, the non-arrival of machines or materials, or if the installment or operation of the said leased machinery shall be delayed or stopped by the process or order of any court of competent jurisdiction, the Licensor shall not be liable to the Licensee for any loss, delay or damage incurred thereby, except for damages recovered for infringe-
[fol. 19310] ment as set forth and limited above in this Section, Provided, however, that if the right of the Licensee to use the said leased machinery, or any part thereof, shall be suspended by reason of an order, decree or injunction issued by any court of competent jurisdiction, then during the continuance of restraint by such order, decree or injunction, or until the Licensor shall have substituted other machinery or parts as hereinafter set forth, which said Licensor agrees to do as promptly as reasonably possible, the minimum royalty as set forth in Section 11 hereof shall be waived.

(d) In the event of such an order, decree or injunction being issued against any part or parts of said leased machinery, the Licensor reserves the right to substitute with reasonable promptness other machinery or parts for those involved in the injunction and at no cost or charge to the Licensee excepting any license fee or royalty which the Licensor may have to pay for the right to make, and license

the Licensee to use, such other machinery or parts. The part or parts so substituted shall be of an efficiency substantially equal to that of the part or parts so involved in said order, decree or injunction and shall immediately become subject to all the provisions of this license and lease.

(e) In the event that such order, decree or injunction shall become permanent against any part or parts of said leased machinery, and no substitution of machinery or parts shall have been made with reasonable promptness as above stated, then in that event this license and lease shall cease and terminate in all its provisions, and if the said event occurs during the first five years of the term of this license and lease, the Licensee shall be entitled to receive back the said license payment of —— made by it, after deducting therefrom such proportion thereof as the elapsed time under this license and lease shall bear to the said five years.

[fol. 19311] Section 17

Limitations of License and Lease

(a) The Licensor specifies expressly that this license and lease is limited in particular in that this license and lease confers upon the Licensee only and solely the right to have and use said leased machinery in the manufacture of glassware specified in Schedule "C" annexed hereto, actually sold and to be sold by the Licensee (whether sold directly by the Licensee or by any agent, selling company, or controlled or affiliated company, or subsidiary of said Licensee), at prices not less than those which may be fixed from time to time by the Licensor, and not otherwise, and the Licensee accepts said license and lease with such limitation.

(b) If the Licensee shall at any time exceed the rights granted under this license and lease by selling or causing to be sold, directly or indirectly as above set forth, glassware specified in Schedule "C" annexed hereto, produced by said leased machinery below the price which may be fixed for such glassware as above provided, such act or acts shall constitute an infringement of the patent rights of said Licensor herein set forth. The said Licensee shall for the first of such acts of infringement pay to the Licensor the sum of One Thousand Dollars ($1,000); and for the second

act the sum of Fifteen Hundred Dollars ($1,500); and for the third act the sum of Three Thousand Dollars ($3,000). If the Licensee shall refuse or neglect to pay said sum or sums; or if the Licensee shall so commit a fourth of such acts of infringement, the Licensor may at its option revoke and cancel this license and lease, or may proceed against said infringement by process of injunction, or may pursue both of said remedies, and may avail itself of any or all remedies, provided at law or in equity for the infringement of patents. There shall be included, as part of or [fol. 19312] in addition to, any of the remedies above provided, the right to the Licensor to demand and require from the Licensee, an accounting for and payment of any and all profits and damages recoverable at law or in equity for such infringement, covering the entire period thereof. Each shipment equalling one carload or less of such glassware sold shall constitute a separate act of infringement.

(c) Provided, however, if at any time during the term of this license and lease by the final decree or decrees of a court or courts of competent jurisdiction, the provisions stated above in this Section, giving the Licensor the right to fix minimum selling prices, or the provision of this Section for enforcing the observance of the prices so fixed, shall be annulled or set aside, or if any of said provisions shall be adjudged by such decree or decrees to be contrary to law, then the other provisions and covenants of this license and lease shall, Nevertheless, be and remain in full force and effect.

(d) Provided, however, that in case at any time during the term of this license and lease, the control of the Hartford-Fairmont Company, Licensor, either by transfer of a majority of the stock of said company or in any other way, passes or comes into the hands of any person, firm or corporation engaged in the glassware industry, either as maker or seller, or owning or controlling any device, process, patent or machinery used or for use in producing glassware specified in Schedule "C" annexed hereto, or into the hands of any firm or corporation controlled by such person, firm or corporation specified immediately above, other than the present holders of said stock, then this Section shall at the option of the Licensee become null and void and of no effect.

[fols. 19313-19314] Section 18

Right of Revocation

(a) In case the Licensee shall violate or fail to observe any of the conditions set forth in Sections 3, 6, 7, 8, 9, 10, 11, 12, 13, 17, 21 and 22 of this license and lease, or shall cause the same to be violated, the Licensor shall have the right at its option, to revoke and terminate absolutely, this license and lease upon giving written notice to the Licensee of said revocation at least thirty (30) days before the time when such revocation is to take effect.

(b) Except as provided in Sections 15, 16 and 19, no termination or revocation whatsoever of this license and lease under any Section hereof, nor the use of the remedy of injunction, accounting or re-possession shall, however, affect or in any way discharge the liability of the Licensee hereunder, to pay and to continue to pay to the Licensor, the minimum royalty provided by Section 11 hereof, for and during the entire term of this license and lease, including its supplemental seven year period if entered upon, nor shall any royalties paid by said Licensee be returned.

Section 19

Commutation of Minimum Royalties

It is further agreed that in the event of such revocation set forth in Section 18, the Licensee, in lieu of said obligation therein provided to pay the said minimum royalties throughout said entire term, may at its option wholly discharge said obligation by paying to the Licensor within sixty days after said revocation, a lump sum equal to fifty (50) per cent. of the total minimum royalties which would under this license and lease be payable during the remainder of said term, including its said supplemental period if entered upon; and provided further, that the Licensee may at any time during said term, including said supplemental period, revoke and terminate this licenes and lease in its option, by giving written notice to the Licensor sixty (60) days beforehand of its intention so to revoke and by paying to the Licensor within said sixty days a lump sum in discharge calculated as above set forth in this Section.

[fol. 19315-19316] Section 20

Re-Possession of the Machinery

Upon the termination of this license and lease at the end of its initial or supplemental period, or sooner as herein provided, the Licensee shall restore to the Licensor the said leased machinery and all appurtenances thereof, as covered by this license and lease, in good condition, reasonable wear and use excepted, by delivering the same properly crated and packed f. o. b. cars at any convenient freight station near the plant of the Licensee. If said Licensee shall fail so to deliver the machinery, the Licensor is hereby authorized to enter upon any premises where the said leased machinery may be and take possession thereof and remove it.

Section 21

Inspection

Duly authorized agents or employees of the Licensor shall at all reasonable times be allowed access to the said leased machinery for the purpose of inspecting the same and its operation and use, and the Licensee shall afford all reasonable facilities therefor.

[fol. 19317-19318] Section 22

Fire Loss

(a) In the event that the said leased machinery shall be damaged by fire so as to cause a suspension of production therewith the Licensee shall immediately give written notice to the Licensor as to the extent and nature of the damage to the said leased machinery, and as to the plans and intentions of the Licensee relative to repairing the damage and resuming operations under this license and lease.

(b) In the event of such damage by fire, the Licensor, if so requested in the said notice, shall at its own expense and to an extent not exceeding the amount of insurance received, provide the Licensee with the machinery or parts thereof necessary to repair or replace the damaged machinery or parts. The Licensee shall at its own expense promptly and diligently proceed to install the said machinery or parts thereof. From the time when said notice is received by the Licensor and thereafter during only such

time, not exceeding six months as may be necessary for providing and installing the said machinery or parts, the minimum royalty set forth in Section 11 hereof shall be waived.

(c) If the Licensee shall fail to give said written notice within ten days of the occurrence of the fire; or if the notice when given shall not plainly state whether the Licensee intends to rebuild or otherwise repair the damage and resume operation under this license and lease; or if the Licensee shall fail to resume the payment of royalties when due, then in any of these cases the Licensor shall have the right at its option to revoke and cancel this license and lease; provided, however, that if said revocation under this section occurs during the first five (5) years of this license and lease, the Licensor shall in connection with the revocation repay to the Licensee the said license payment of —— made by the Licensee, after deducting therefrom such proportion thereof as the elapsed time under this license and lease shall bear to the said five (5) years.

[fols. 19319-19320] Section 23

Bureau of Statistics

If the Licensor shall undertake to establish and conduct a bureau for the collection, preservation and use of data relating to the operations and objects of its licenses and leases, then in that case the expense of maintaining such a bureau shall be defrayed by proportionate assessments to be made by the Licensor monthly upon its Licensees. The proportion to be assessed upon the Licensee shall be the same as the proportion which the number of such licenses and leases held by this Licensee at the time of making such assessments shall bear to the total number of similar licenses and leases then held by all the Licensees of the Licensor in the United States. This Licensee hereby agrees to pay the amount so assessed upon it for each month within fifteen days from the date of receiving statements therefor from the Licensor.

Section 24

Waiving the Conditions

None of the terms of this license and lease shall be held to have been waived or altered unless such waiver or altera-

tion in writing, signed by the General Manager or other officer of the Licensor, expressly authorized thereto.

[fols. 19321-19322] In Witness Whereof each of the parties hereto has caused this license and lease to be executed in duplicate, in its name and behalf, as of the day and year first above written, the Hartford-Fairmont Company by —— —— (Name of Officer), —— (Official Title); and —— —— (Licensee), by —— —— (Name of Officer), —— (Official Title) both thereto duly authorized.

Licensor's Signature, Hartford-Fairmont Company, by —— —— (Name of Officer), —— (Official Title). (Seal.)

In presence of: —— ——; —— ——.

Licensee's Signature, —— —— (Licensee), by —— —— (Name of Officer), —— (Official Title). (Seal.)

In presence of: —— ——; —— ——.

[fols. 19323-19324] Licensor's Affidavit

STATE OF ——,
County of ——, ss:

On this — day of —— in the year one thousand, nine hundred and —— before me personally came —— —— to me known, who being by me duly sworn did depose and say that he resides in the City of ——, County of ——, and State of ——, and that he is —— of Hartford-Fairmont Company, the corporation described in, and which executed the above license and lease; and that he executed the same for and in behalf of the said Corporation and affixed the seal of said Corporation thereto by order of the Board of Directors of said Corporation, and that he knows the said seal to be the seal of the said Corporation.

—— ——, Notary Public. (Seal.)

[fols. 19325-19326] Licensee's Affidavit

STATE OF ——,
County of ——, ss:

On this — day of —— in the year one thousand, nine hundred and —— before me personally came —— —— to me known, who being by me duly sworn did depose and say

that he resides in the City of ——, County of ——, and State of ——, and that he is —— of the corporation described in and which executed the above license and lease; and that he executed the same for and in behalf of the said Corporation and affixed the seal of said Corporation thereto by order of the Board of Directors of said corporation, and that he knows the said seal to be the seal of the said Corporation.

—— —— Notary Public. (Seal.)

[fols. 19327-19328] Schedule A

Annexed to License and Lease No. —. Dated —— —, 19—, between Hartford-Fairmont Company and —— —— of —— ——.

List of Machinery and Accessories Furnished

1.	1 Paddle Feeder with needle Attachment, including 1 extra each: Spout Casing, Cover Block Casing and Needle Chuck	Class	730
2.	1 Feeder Foundation Base with Conduit Bed attached	"	699
3.	1 Set of Platform Steel Parts	"	703
4.	1 Unit Base with Motor Plate, Feeder Drive Mechanism, Trough Drive Mechanism and Machine Timer	"	750 & 810
5.	1 Trough Supporting Mechanism	"	750
6.	1 Trough Spray System	"	765
7.	2 Pairs Shear Shanks	"	760
8.	10 Pairs Shear Blades	"	760
9.	1 Pair Needle Cam Lobes	"	730
10.	2 Spouts of any one size	"	888
11.	5 Paddles of any one size	"	888
12.	5 Needles of any one size	"	888
13.	4 Orifice Rings of any one size	"	888
14.	2 Spout Cover Blocks	"	888
15.	1 Set of Trough Blocks of any one size with one extra block each	"	750
16.	1 Set of Deflectors of any one size with one bracket each	"	800
17.	1 Set of Feeder and Glass Handling Tools	"	730

[fols. 19329-19330] Schedule B

Annexed to License and Lease No. —. Dated —— —, ——, between Hartford-Fairmont Company and —— —— of ——.

Installation of Machinery

1. The Licensor will furnish free of charge to the Licensee such general supervision as the Licensor may deem necessary in connection with the installation of the leased machinery set forth in Schedule "A" annexed hereto.

2. The Licensor will, if requested in writing by the Licensee, furnish a competent machinist to direct and assist in the said installation.

3. The Licensor will, if requested in writing by the Licensee, furnish a competent operator to instruct the Licensee's operators in the operation of the said machinery for a period not exceding two weeks from the time the said machinery is installed.

4. The Licensee will pay to the Licensor the entire cost of installation under (2) and of instructions under (3), including the traveling and living expenses of the men furnished, plus 10% of the said entire cost.

[fols. 19331-19332] Schedule C

Annexed to License and Lease No. —. Dated —— —, 19—, between Hartford-Fairmont Company and —— —— of —— ——.

Specification of Glassware Which May Be Made

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The following glassware is expressly excluded:

(a) Parts of electric lamps and ray tubes.

(b) Signal and optical glassware.

(c) Glassware intended and adapted for heat resisting, chemical resisting and low expansion purposes, made from glass containing one per cent (1%) or more of boric oxide.

(d) Glassware intended and adapted for holding food in process of cooking.

(e) Mold-blown articles of glass in so far as the same are or may be used for electrical purposes or in connection with electric illumination.

(f) Ware which is pressed, and not blown.

(g) Milk bottles.

[fols. 19333-19336] Schedule D

Annexed to License and Lease No. —. Dated —— —, 19—, between Hartford-Fairmont Company and —— —— of —— ——.

Rates of Royalty

	Per Gross.
Under 3 oz. weight	8 Cents
3 oz. weight and not exceeding 5 oz. weight	9 Cents
Over 5 oz. weight and not exceeding 10 oz. weight	10 Cents
Over 10 oz. weight and not exceeding 13 oz. weight	11 Cents
Over 13 oz. weight and not exceeding 16 oz. weight	12 Cents
Over 16 oz. weight and not exceeding 20 oz. weight	13 Cents
Over 20 oz. weight and not exceeding 26 oz. weight	15 Cents
Over 26 oz. weight and not exceeding 31 oz. weight	17 Cents
Over 31 oz. weight and not exceeding 36 oz. weight	19 Cents
Over 36 oz. weight and not exceeding 40 oz. weight	23 Cents

The weights above specified are the weights of the finished articles.

[fol. 19337] Government Exhibit No. 1669

License Agreement

This Agreement, Made this 20th day of July A. D., 1921, by and between the Corning Glass Works, a corporation organized under the laws of the State of New York, hereinafter called the Licensor, and McKee Glass Company a corporation organized under the laws of the State of Pennsylvania, hereinafter called the Licensee; Witnesseth That

Whereas the Licensor is the owner of certain Letters Patent of the United States, granted May 27th, 1919, on an application therefor filed by Eugene C. Sullivan and William C. Taylor, numbered 1,304,622, for Heating Vessels; and

Whereas the Licensor is willing to grant licenses authorizing the manufacture, use and sale of goods embodying certain, but not all of the subjects-matter claimed in said Letters Patent, and the Licensee is desirous of becoming a Licensee;

Now, Therefore, the parties hereto, in consideration of the premises and of the sum of Ten Thousand Dollars ($10,000) paid to the Licensor by the Licensee, have agreed as follows:

1. The Licensor, subject to the conditions hereinafter recited, grants to the Licensee a non-exclusive license to make, use and vend to others for sale and use baking ware containing the subjects-matter and embodying the inventions of any or all of claims one (1), two (2), three (3), four (4), five (5), six (6), seven (7), eight (8), and nine (9), of [fol. 19338] said Letters Patent 1,304,622, but no license is hereby granted as to any invention claimed in claims ten (10) or eleven (11) of the said Letters Patent, or claimed in any claim of any other patent title to which or rights under which are now or may hereafter be owned by the Licensor.

The foregoing license grant shall extend for the life of said Letters Patent No. 1,304,622, or of any re-issue or extension thereof, and for the territory covered by the grant unless sooner terminated in the manner hereinafter set forth. [Page 2a is incorporated at this point.]

II. The Licensee acknowledges the validity of each and every claim under which it is hereby licensed. If any claim or claims of said Letters Patent is held to be invalid by a Court of final jurisdiction, or by a lower Court from the decision of which no appeal or other proceeding for review is taken and prosecuted to a conclusion within the time provided by law, and the Licensee, within sixty days after it has received notice that such decision has become final, notifies the Licensor in wrting that it desires to be relieved of its obligations respecting such claim or claims assumed in this Section II, then the Licensee shall be relieved of its obligations with respect to such claim and every such notice respecting a claim under which the Licensee is licensed shall constitute a surrender by the Licensee of its license under such claim. Claims held valid in one Circuit, even if invalid in another, shall, for the purpose of this Agreement, be regarded as valid.

[fol. 19339] The Licensee agrees that it will not export baking ware manufactured under this license to any foreign country in which the Licensor now owns a patent covering either a glass vessel for use in cooking in the oven or covering any claims substantially the same as those contained in either of the United States Patents Nos. 1,304,622 and 1,304,623, and will not export to any other foreign country after the date of the issuance by it of a similar patent. Provided, however, that if any such foreign patent shall lapse by reason of non-working, importation or otherwise, or if any such foreign patent shall be declared invalid by a final decision of the lawful authorities of the country granting such foreign patent, then the Licensee and its customers shall be at liberty to export baking ware manufactured under this license to that country. The Licensor agrees to inform the Licensee as to the countries in which it has obtained, or shall have obtained, such foreign patents, and as to the patent numbers of such foreign patents. The Licensee further agrees that it will not sell to any person, firm or corporation with knowledge that such person, firm or corporation intends directly or indirectly to export the ware to any such foreign country. Upon demand by the Licensor, accompanied by proof by affidavit of a responsible person not in the employ of the Licensor showing that baking ware made under this license and sold by the Licensee has been exported to any such foreign country, the Licensee will immediately warn the person, firm or corporation so shown to have so exported Licensee's ware to cease such unauthorized exportation, and if it is thereafter shown that the said unauthorized exporter has again directly or indirectly exported baking ware made under this license to any such foreign country, the Licensee will thereafter refrain from making any further sales of ware manufactured under this license to the said person, firm or corporation.

[fol. 19340] III. The Licensee agrees to pay to the Licensor a royalty of five (5%) per cent, except as herein otherwise provided in Schedule A hereto attached and made a part hereof, on the actual net selling price of baking ware sold by it, embodying the invention of any claim under which a license is hereby granted. It is agreed that any shipment or delivery of any baking ware falling under this license, whether on order of purchase or consignment, shall

constitute a sale thereof upon which royalties shall be paid. The net selling price of ware shipped on consignment, unless such ware is invoiced at a definite price to the consignee, shall be deemed to be the average of the prices at which shipments of similar ware have been made on purchase order during the month in which the consigned shipments were made.

IV. The Licensee, during the existence of this license, shall keep complete books of accounts, showing the number, kinds and sizes of baking ware made by it under this license, and the number, kinds and sizes of baking ware sold by it under this license, and the net selling prices thereof, as herein defined, with the names and addresses of the several purchasers thereof, quantity sold, and prices obtained, and all other facts necessary or advantageous to the Licensor in ascertaining the royalty payments herein provided for. The Licensee, prior to the last day of each calendar month hereafter, shall make to the Licensor, upon blanks furnished by the Licensor, sworn detailed statements of the facts required to be shown for the calendar month last preceding the month in which such statement is to be made. The first statement rendered subsequent to the execution of [fol. 19341] this agreement shall include data for all baking ware sold by the Licensee subsequent to the 27th day of May 1919, up to the end of the month last preceding that in which such return is made. At the time of making each of such returns the Licensee shall pay to the Licensor all royalties due and payable by the Licensee for the baking ware sold by it during the period covered by the return; the payments on ware of the character covered by this license sold and shipped or delivered between May 27th, 1919, and the date hereof shall be reckoned at five (5%) per cent on the actual selling price of such ware. For the purpose of insuring compliance with the terms of this agreement and true and correct returns, the Licensor shall, at any time, on proper notice, have by its duly authorized agent, who shall be a licensed public accountant, access to the records of the Licensee relating to manufacture and sale of ware under this license.

V. In order to protect the using public and to maintain the reputation of glass baking vessels, the Licensee agrees that it will not ship or deliver or sell any baking ware under this license which does not fulfill the specifications set forth

in Schedule B hereunto annexed and, for the purpose of permitting the Licensor to ascertain whether the Licensee is observing the obligations here assumed, the Licensor shall have the right, by its proper agents, to enter the factory or factories of the Licensee where licensed ware is being made, and take samples of the same for the purpose of tests as to whether or not such ware complies with said specifications. The Licensee shall be entitled by its authorized agent to be present at such tests. Provided, however, that the Licensee shall not be required to maintain any higher standard in these respects than that maintained from time to time by the Licensor for oven ware made and sold by or for it.

[fol. 19342] VI. The Licensee agrees that it will mark all baking ware made by it under this license with the letters and figures "Pat. May 27, '19"; that it will not use the Licensor's Trade Mark "Pyrex", or any other trade mark of the Licensor or any colorable imitation of the Licensor's markings, and that it will also impress thereon its own name, or one of its own trade marks (but no other name or trade mark), which shall be so unlike "Pyrex" or any other trade mark of the Licensor as to prevent confusion in the trade, such name or mark to be in raised legible letters not less than twelve one-thousandths of an inch in height, and further, each article and each package and each container used shall have pasted thereon, when sold, a label conspicuously displaying the name or one of the trade marks of the Licensee and no other name or trade mark.

The Licensee agrees to use its best endeavor to prevent its vendees and all subsequent vendors of baking ware made by the Licensee under this license from unfair methods of advertising or selling calculated to deceive or which may deceive purchasers into believing Licensee's ware to be Pyrex or the same thing as Pyrex. If the Licensor shall at any time hereafter submit to the Licensee proof in writing, or an affidavit of some person not in the employ of the Licensor, that any vendee of the Licensee or any subsequent vendor of baking ware made by the Licensee under this license or any agent or representative thereof has made any statement, or representation or performed any act calculated to deceive or which may deceive a purchaser into believing that baking ware made by the Licensee is made by the Licensor or is made from glass the same as glass used by the Licensor in the manufacture of its baking ware, or is

made under the Licensor's composition patent, (United States Letters Patent No. 1,304,623) the Licensee shall forthwith and thereafter refuse to make further sales to such vendee or subsequent vendor and shall use his best en-
[fol. 19343] deavors to prevent such vendee or subsequent vendor from obtaining baking ware of the Licensee's manufacture. In the event that any false statement or representation such as those herein prohibited is hereafter made by any vendee of the Licensee or by any subsequent vendor of baking ware made by the Licensee under this license, then the Licensor may at its option require the Licensee to cause to be pasted on each piece of baking ware sold by it a label containing substantially the wording shown in Exhibit I attached hereto and made a part hereof. The Licensor shall, in such event, determine the size, appearance and color of such label. It is understood and agreed that if and as soon as the Licensor exercises said option, no license is hereby granted for the first or any subsequent sale of any piece of ware unless such a label is so attached to such piece at the time the same is so sold. The Licensee agrees to deliver to the Licensor two samples of each item or article of baking ware manufactured under this license, which samples shall be kept by the Licensor for the purpose of comparison or test.

The Licensor will furnish the Licensee, without cost, with a full set of samples of oven ware of the Licensor's manufacture, and with the price list with the selling price thereof as set forth in Schedule C, and will from time to time furnish Licensee with like samples and prices of any additional articles of oven ware which may be embodied and specified in amendments to Schedule C.

[fol. 19344] VII. The Licensee hereby agrees not to sell or ship or deliver any item of baking ware under this license at a net selling price less than ninety (90) per cent of the lowest net price at which the Licensor may, under the rights reserved herein to it, at the time sell a corresponding item. The minimum net selling prices at which the Licensor reserves the right to sell are those calculated from Schedule C, in the manner prescribed in said Schedule, which is hereto attached. The Licensor agrees that it will not increase or reduce said minimum net selling prices until sixty (60) days written notice thereof shall have been given by the Licensor to the Licensee, and that it will not in any case sell at prices lower than the said minimum prices fixed by Schedule C or

by amendments thereof, of which notice shall have been given as herein provided. The intent of this provision is that the Licensee shall be free to sell an article if it so elects, at a price ten per cent (but no more than ten per cent) below the lowest price at which the Licensor reserves the right to sell a corresponding article. If at any time the Licensee shall desire to make an article falling within this license, and not embraced in the Schedule of Minimum Net Selling Prices, as then in force, the Licensor will, within fifteen (15) days after application to it, accompanied by two samples of the article, fix its own minimum net selling price for a corresponding article, which shall not exceed a price which is proportionate to the price of similar articles listed in the then current schedule, due regard being had to the size, shape and weight of the article. Such price, when so determined, shall thereupon be added to the Schedule, and no such articles shall be sold until such price is fixed, unless [fol. 19345] the Licensor shall fail to fix the price within fifteen (15) days. In case the Licensee shall within ten (10) days after written notice of the fixing of such price, protest that such price is unreasonable and shall name an arbitrator to represent it, the matter of such price shall be arbitrated by three arbitrators in the usual manner, and in the meanwhile the Licensee may sell the same at a price not less than the price fixed by the Licensor. The Licensor agrees that if it shall hereafter grant to any other a license under said Letters Patent No. 1,304,622, fixing selling prices or royalty payments on any article of baking ware lower than those contained in the Schedules then in force hereunder, or containing other terms more favorable to the Licensee, the Licensor will so notify the Licensee in writing, and the Licensee shall be entitled to sell such articles of baking ware covered by this license at the lower prices and on the lower royalties so fixed, and in all other respects avail itself of such more favorable terms and conditions.

VIII. In case the Licensee shall violate or fail to observe any obligation herein assumed (each of which obligations shall be considered as a condition of this license), or shall cause the same to be violated, or if the Licensee shall become a bankrupt, or a receiver shall be appointed for it, or if the Licensee makes any general transfer for the benefit of its creditors, the Licensor shall have the right at its option to revoke and terminate absolutely this license upon giving written notice to the Licensee of said revocation and

of the cause thereof; this license and agreement shall terminate at the expiration of thirty (30) days from the receipt of such notice; provided, however, that as to any violation or default not wilful, but due to bona fide error, in-
[fol. 19346] advertence, accident or mistake in respect of keeping records, making exact or prompt statements and payments, maintaining quality, marking ware and packages, delivering samples, or observance of price conditions, the Licensee shall have thirty (30) days after the receipt of any such written notice based upon and specifying a breach of any one or more of the above specified conditions within which to cure said breach or breaches, and if said breach or breaches be so cured, said notice of revocation shall not be or become effective. A third breach of any particular one of the above specified conditions, after notice of two prior breaches of the same condition, shall be conclusive evidence of wilful breach and shall constitute positive cause for revocation. No cancellation or revocation of this license shall release the Licensee from liability for any royalties due at the time of such cancellation, and no termination of the license under this Section VIII of the Agreement shall relieve the Licensee of any of the obligations assumed in Section II hereof.

IX. In consideration of the royalties to be paid and obligations assumed by the Licensee, the Licensor does hereby covenant and agree to at all times, diligently, effectively, and continuously to the best of its ability, protect the Licensee against any and all competition in violation of the Licensee's rights hereunder by any person, firm or corporation, by infringing said United States Letters Patent No. 1,304,622, and will in like manner protect the Licensee against competition by any other person, firm or corporation licensed under said Letters Patent, who shall manufacture or sell under said Letters Patent in competition with the Licensee and who shall fail or refuse to observe and perform any and all of the obligations hereby imposed upon
[fol. 19347] the Licensee as to the price maintenance, and as to any matter of license violation which shall in any way work to the disadvantage of the Licensee, all at the expense exclusively of the Licensor.

If the Licensor shall fail or refuse to vigorously, continuously and effectively perform its obligations hereunder, and shall continue in such failure or refusal for the period of sixty (60) days after the notification thereof by the Li-

censee, together with competent evidence furnished by the Licensee in support of the allegations by the Licensee in such notice, such failure or refusal shall entitle the Licensee upon due proceedings in equity to a recision and termination of this agreement, and of all of the Licensee's rights, liabilities and obligations hereunder, except only as to moneys paid and any accrued royalties which may remain unpaid hereunder at the date when such recision or termination becomes effective; and thereupon the parties shall be restored to their original status, the same as if this agreement had not been entered into.

X. In case of the contingencies specified in Section II hereof, the Licensee shall be entitled upon notice as provided in Section II to avail itself of any such final decree as therein specified to the full extent of the legal effect thereof, regardless of the specific claim or claims therein adjudicated to be invalid.

XI. This agreement is binding upon and shall inure to the benefit of the Licensor, its successors and assigns. The Licensee's rights and obligations hereunder may be trans-
[fol. 19348] ferred by assignment or otherwise, to any successor to the entire business of the Licensee in and about the manufacture of glass baking ware, but this license is not otherwise assignable, nor is it divisible.

In Witness Whereof, each of the parties hereto has caused this instrument to be executed on its behalf by its officers thereunto duly authorized, as of the day and year first above written, and its corporate seal to be hereunto affixed and attested.

Corning Glass Works, by Alexander D. Falck, President. (Seal.)

Attest: William Sinclaire, Secretary.

McKee Glass Company, by A. J. Smith, President. (Seal.)

Attest: Geo. D. Sailer, Secretary.

[fol. 19349] EXHIBIT I

This ware is made by the McKee Glass Co. under its own formula and it *Not* Pyrex.

This piece is licensed for sale under U. S. Patent No. 1,304,622 only when this label is attached.

[fol. 19350] Schedule A

In computing royalties, the sales of each calendar year shall be separately considered.

No royalty shall be payable on any standard package charge added under the terms of this agreement to the selling price of the glassware.

In case of sales of articles cut or otherwise decorated or mounted, the royalty shall be computed upon the Licensee's price upon its last preceding sale of the same article without cutting, decoration or mounting, provided that if such price on such prior sale shall have been lower than the minimum price permitted under Schedule C as in force at the time or times of the sales of the cut, decorated or mounted articles, the royalty shall be computed upon the minimum price permitted under Schedule C, it being the intent of the parties that royalties shall not be either increased or decreased by reason of embellishment of ware sold under this license.

If at the end of any calendar year, it shall appear that the Licensee's sales hereunder have exceeded one million dollars ($1,000,000) for such calendar year, and have also exceeded fifty (50%) per cent of Licensor's sales of baking ware for such year, then, as to such excess which is both over such fifty (50%) per cent, and also in excess of one million dollars, ($1,000,000), the Licensee shall pay an additional royalty of fifteen (15%) per cent, but in no event shall the Licensee pay over five (5%) per cent royalty for the first million dollars of sales in any one year, and it is further provided that said additional royalty shall not be [fol. 19351] payable at any time upon any volume of sales not exceeding any volume of sales on which the said additional royalty was not payable in any preceding year.

[fol. 19352] Schedule B

Heat Resistance

1. Each test shall be made on the style and the number of pieces, not less than ten, determined by the Licensor. Each piece is to be tested ten times in each test if not frac-

tured. Any crack or check caused by test constitutes a fracture. The following specifications may be made less severe by the Licensor in its discretion, but they shall not be made more severe except by agreement of the Licensor and its Licensees.

2. Dishes tested are to be first measured for thickness and only those dishes whose thickness at the center of the bottom lie between 4.5 mm. and 6.5 mm. shall be tested. Dishes sold under the license shall not be less than 4 mm. nor more than 7 mm. in thickness at the center of the bottom.

3. Twenty per cent of the dishes breaking in any test constitutes non-fulfillment of the prescribed specifications.

4. The tests shall consist of the three following tests which are designed to duplicate actual service conditions. Inspection for fracture shall be made immediately after the test.

(a) Dishes shall be filled initially with water to a depth of three quarters of an inch. These dishes shall be boiled dry in an oven having a temperature of 140 degrees C.-150 degrees C.

(b) Dishes containing water three-quarters of an inch deep shall be placed in an oven which is to be held at a temperature of 110 degrees C.-120 degrees C. for fifteen minutes. The oven shall be then opened and the dishes [fol. 19353] immediately removed and tipped so that the water runs over the rim of the dish.

(c) Dry dishes shall be held at an oven temperature of 100 degrees C. for five minutes. They shall then be as quickly as possible withdrawn and dropped into water having a temperature of six degrees C. to eight degrees C.

[fol. 19354] Schedule C

Minimum Net Selling Prices

The prices shown under the heading "List Price" are considered by the Licensor to be the proper minimum retail prices of the articles listed when manufactured by the Licensor and the *minimum* net selling prices at which it reserves the right to sell are calculated as follows:

Terms of payment are thirty days net, less one per cent cash discount for payment within fifteen days from date of invoice. Under these terms, after taking account of every discount, rebate, advertising or other allowance of benefit to a purchaser, the lowest price at which the Licensor reserves the right to sell is the sum equal to the list price herein specified, less a maximum discount of fifty-six (56%) per cent thereof, less the cash discount of one per cent when earned, plus freight from the Licensor's factory, plus not less than the scheduled charges for packages, as hereinafter set forth. (The Licensor does not in fact give so great a discount as 56% in any case or on any item, but hereby reserves the right to do so).

Said *minimum* prices are established and are permissible for plain articles of baking ware which are in no way embellished. Articles which are cut or otherwise decorated or mounted shall not be sold at prices so low as the minimum prices unless minimum prices are specifically prescribed therefor in Schedule C or amendments thereto. Unless otherwise specifically prescribed, articles cut, engraved, colored, enameled, or otherwise decorated shall be sold only at prices at least twenty-five (25) per cent higher than the Licensee's prices for the same article not in any way [fol. 19355] decorated. If the Licensee is not at the same time selling the plain article the minimum price for the decorated article shall not be less than minimum price for the plain article permitted under Schedule C and its amendments plus the full cost of the decoration.

Package Charges

No sales shall be made which do not include a bona fide package charge in addition to all other charges required under the provisions of this license agreement. The package may be charged for at the option of the Licensee in either of the following ways:

(a) The charge shall be equal to at least five (5%) per cent of the minimum net selling price of the ware permitted under the license and its schedule and its amendments. Or

(b) Packages shall be specifically charged at not less than the following:

For Barrels			
17 1/8 x 28 1/2	8	cu. ft. Displacement	$1.50 each
19 1/8 x 30	10 1/2	" " "	1.50 "
22 1/2 x 30	13	" " "	2.10 "
For Paper Boxes			
Under .25	cu. ft.	"	.10 "
" .50	" "	"	.15 "
" 1.00	" "	"	.20 "
For Wood Boxes			
Under 1	cu. ft.	"	.40 "
" 2	" "	"	.55 "
" 3	" "	"	.80 "
" 4	" "	"	1.00 "
" 5	" "	"	1.25 "
" 6	" "	"	
" 7	" "	"	1.55 "
" 8	" "	"	
" 9	" "	"	1.85 "
" 10	" "	"	2.20 "
" 11	" "	"	
" 12	" "	"	2.50 "

[fol. 19356] In case of the use of any form of package not covered by the foregoing Schedule, a charge shall be made therefore equal to at least five (5%) per cent of the minimum net selling price of the ware permitted under the license and this Schedule and its amendments.

The Licensee shall notify the Licensor as to which method it intends to pursue and no change from one method to the other shall be made except at commencement of a monthly accounting period and the books of the Licensee shall be kept in accordance with the method which it has elected to adopt in its notice or notices to the Licensor. In the event of the failure of the Licensee to give notice of its election, deductions on account of package charge to be made from the minimum net selling price of its ware before computing results shall be made in accordance with method (a).

[fol. 19357] **Licensor's Recommended Minimum Retail Prices**

(Forming part of Schedule C)

Casseroles Round

Pyrex No.	Trade Capacity	Diameter—over all Outside	Height—over all No Cover	List Price per Doz.
100	2 1/2 qt.	9-3/4 in.	3-1/2 in.	$30.00
101	2 qt.	9 in.	3-1/4 in.	24.00
102	1-1/2 qt.	8-1/2 in.	2-7/8 in.	21.00
103	1 qt.	7-1/4 in.	2-1/2 in.	18.00
104	1/2 qt.	6-1/8 in.	2-1/4 in.	12.00
112	1 qt.	7-3/8 in.	2-1/4 in.	18.00
164	8 oz.	4-1/2 in.	2 in.	8.40
167	1 qt.	7-1/4 in.	2-5/8 in.	18.00
168	1-1/2 qt.	8-1/4 in.	2-7/8 in.	21.00

Casseroles Oval

Pyrex No.	Trade Capacity	Diameter—over all Outside	Height—over all No Cover	List Price per Doz.
193	1 qt.	3-3/8x6-1/4 in.	2-7/8 in.	$18.00
194	2 qt.	9-1/2 x 7 in.	3-3/4 in.	24.00
197	1-1/2 qt.	8-3/8 x 6-1/4 in.	3-5/8 in.	21.00
183	1 qt.	9 x 6-1/2 in.	2-3/8 in.	18.00
184	1-1/2 qt.	10-5/8 x 7-3/4 in.	2-3/8 in.	21.00

Baking Dishes—Round—Uncovered

Pyrex No.	Trade Capacity	Diameter—over all Outside	Height—over all	List Price per Doz.
464	1 qt.	7-1/4 in.	2-1/2 in.	$10.20
465	1-1/2 qt.	8-1/2 in.	2-3/4 in.	12.00
466	2 qt.	9-1/8 in.	3 in.	14.40
120	2-1/2 qt.	9-3/4 in.	3-1/2 in.	16.80

[fol. 19358]

Pyrex No.	Trade Capacity	Diameter—over all Outside	Height—over all	List Price per Doz.
121	2 qt.	9 in.	3-1/4 in.	$14.40
122	1-1/2 qt.	8-1/2 in.	2-7/8 in.	12.00
123	1 qt.	7-1/4 in.	2-1/2 in.	10.20
124	1/2 qt.	6-1/8 in.	2-1/4 in.	7.20
132	1 qt.	7-3/8 in.	2-1/4 in.	10.20
155	1-1/2 qt.	8-1/4 in.	2-1/4 in.	12.00

Bakers—Oval

Pyrex No.	Trade Capacity	Diameter—over all Outside	Height—over all	List Price per Doz.
400	9 oz.	6-1/4 x 4-1/2 in.	1-3/8 in.	$4.80
401	10 oz.	6-3/8 x 4-7/8 in.	1-1/2 in.	5.40
402	12-1/2 oz.	7-1/4 x 5-1/4 in.	1-1/2 in.	6.60
403	18-1/2 oz.	8-1/2 x 6 in.	1-5/8 in.	7.20

Baking Dishes—Round Small (Cocottes)

Pyrex No.	Trade Capacity	Diameter—over all Outside	Height—over all	List Price per Doz.
452	6 oz.	4-1/4 in.	1-5/8 in.	$3.00
453	8 oz.	4-1/2 in.	1-3/4 in.	3.60
455	12 oz.	5-1/4 in.	1-7/8 in.	4.80

Pie Plates

Pyrex No.	Diameter—over all Outside	Height—over all	List Price per Doz.
201	9-5/8 in.	1-1/2 in.	$10.80
202	8-3/8 in.	1-3/8 in.	9.00
203	9-3/4 in.	1-1/4 in.	10.80
1203	9-3/4 in.	1-1/4 in.	12.00

[fol. 19359]

Cake Dish—Round

Pyrex No.	Diameter—over all Outside	Height—over all	List Price per Doz.
221	9-1/8 in.	1-1/4 in.	$9.00

Bread Pans—Oblong

Pyrex No.	Diameter—over all Outside	Height—over all	List Price per Doz.
212	9-1/8 x 5-1/8 in.	2-7/8 in.	$10.80
214	10-5/8 x 5-5/8 in.	3-1/2 in.	21.00

Utility Dishes—Oblong

Pyrex No.	Diameter—over all Outside	Height—over all	List Price per Doz.
231	10-1/2 x 6-1/2 in.	2 in.	$13.20
232	12-5/8 x 8-1/8 in.	2 in.	21.00

Serving Tray

Pyrex No.	Diameter—over all Outside	Height—over all	List Price per Doz.
710	11 in.	3/4 in.	$13.20

Shirred Egg Dishes—Round—With Handles

Pyrex No.	Diameter—over handles	Height—over all	List Price per Doz.
301	8-1/2 in.	1-1/2 in.	$9.00
302	6-7/8 in.	1-1/8 in.	6.60

Oval Dish—With Handles

Pyrex No.	Diameter—over handles	Height—over all	List Price per Doz.
322	10 in.	1-1/2 in.	$10.20

[fol. 19360]

Custard Cups

Pyrex No.	Trade Capacity	Diameter—over all Outside	Height—over all	List Price per Doz.
423	4 oz.	3-1/2 in.	2 in.	$2.20
422	6 oz.	4 in.	2-1/2 in.	3.00
427	5 oz.	4-7/8 x 3-1/2 in.	1-5/8 in.	3.60

Individual Bakers (Ramekins)

Pyrex No.	Trade Capacity	Diameter—over all Outside	Height—over all	List Price per Doz.
432	3-1/2 oz.	3-1/8 in.	1/8 in.	$1.80
442	4 oz.	3-3/4 in.	1-1/2 in.	2.50

Bean Pots

Pyrex No.	Trade Capacity	Diameter—over handles	Height—over all No Cover	List Price per Doz.
502	1 pt.	5-3/8 in.	3-1/4 in.	$13.20
504	1 qt.	6-3/4 in.	4-1/2 in.	24.00

Mushroom Dishes—With Bell Cover

Pyrex No.	Trade Capacity	Diameter—over handles	Height—over all	List Price per Doz.
642		6-7/8 in.	4-7/8 in.	$12.00
645		8-1/2 in.	5-1/8 in.	16.20
			Bell Covers Only	
652		4 in.	.....	$5.40
655		5 in.	.....	7.20

Gift Sets

Pyrex No.	No. Pieces	Contents	List Price per Doz.
1216	11 Pieces & 1 Cover	One each No. 168 Casserole	$72.00
		One each No. 202 Pie	
		One each No. 212 Bread	
		One each No. 322 Oval Baker	
		One each No. 301 Round Dish	
		Six each No. 432 Individual Bakers.	

[fol. 19361] State of New York,
County of Steuben, ss:

On this 20th day of July A. D., 1921, before me, a Notary Public in and for said County and State, personally appeared Alexander D. Falck and William Sinclaire, who are personally known to me to be, respectively, the President and Secretary of Corning Glass Works, a corporation, and acknowledged that they executed the foregoing agreement on behalf of and by the authority of said corporation, and as the free act and deed of said corporation, for the uses and purposes therein set forth.

Charles H. R. Young, Notary Public in and for the County and State aforesaid. (Seal.)

State of Pennsylvania,
County of Westmoreland, ss:

On this 20th day of July A. D., 1921, before me, a Notary Public in and for said County and State, personally appeared A. J. Smith and Geo. D. Sailer who are personally known to me to be, respectively, the President and Secretary of McKee Glass Company, a corporation, and acknowledged that they executed the foregoing agreement in behalf of and by the authority of said corporation and as the free act and deed of said corporation, for the uses and purposes therein set forth.

Irma Beulcke, Notary Public in and for the County in the State aforesaid. My commission expires April 1, 1923. (Seal.)

[fol. 19362]

SCHEDULE C (1)

Licensee's Catalog Name and Number		Licensor's Corresponding Number. See Schedule C for Price List	Licensor's Recommended Minimum Retail Prices for Types of Ware Not now Manufactured by Licensor. All prices Per Doz.
Round Pudding Dish	190	...	$12.00
Round Pudding Dish	191	...	9.00
Round Pudding Dish	192	...	6.00
Casseroles Round	204	100	
Casseroles Round	205	101	
Casseroles Round	206	102	
Casseroles Round	207	103	
Casseroles Round	209	164	
Pudding Dishes Round	214	120	
Pudding Dishes Round	215	121	
Pudding Dishes Round	216	122	
Pudding Dishes Round	217	123	
Pudding Dishes Round	219	164 Bottom	6.00
Casseroles Oval	224	194	
Casseroles Oval	225	193	
Pudding Dishes Oval	234	194 Bottom	14.40
Pudding Dishes Oval	235	193 Bottom	10.20
Oval Bakers, handled	239	...	15.00
Oval Bakers, handled	240	...	12.00
Oval Bakers, handled	241	322	11.40
Pie Plates	243	...	
Pie Plates	244	201	
Pie Plates	245	202	
Cake Dish	248	221	
Bread Pan	253	214	
Bread Pan	254	212	
Utility Dish	264	231	10.00
Utility Dish	265	...	7.80
Shirred Egg	274	...	6.00
Shirred Egg	275	...	
Custard Cups	284	422	
Custard Cups	285	423	
Ramekins	294	432	
Ramekins	295	442	
[fol. 19363]			
Mushroom Dish	303	...	13.80
Bell Cover Only	...	...	6.00
Baked Apple	310	...	9.00
Baked Apple	311	...	6.00
Percolator Tops	314	953	1.80
Percolator Tops	315	954	2.16
Cocotte	320	452	
Bean Pot	329	...	27.00
Bean Pot	330	504	
Bean Pot	331	502	
Bouillon Cup & Saucer			10.00
Saucer only			4.50
Cup only			5.50
Tubed Cake Pan (as per sample)			24.00

(Here follows 1 photolithograph, side folio 19363a)

14.11C

Receipt for Registered Article No. _____

Delivered at the Post Office indicated in Postmark.

Postage 10 cents Class postage 1

Accepting employee will place his initials in spaces applicable below, to indicate indorsement, etc.

Delivery restricted to addressee	In person _____ or order _____	Return receipt demanded	_____
		Date	_____

POSTMASTER, per _____

(POSTMARK OF) CORTLAND FEB 13 1925 REGISTERED

(MAILING OFFICE)

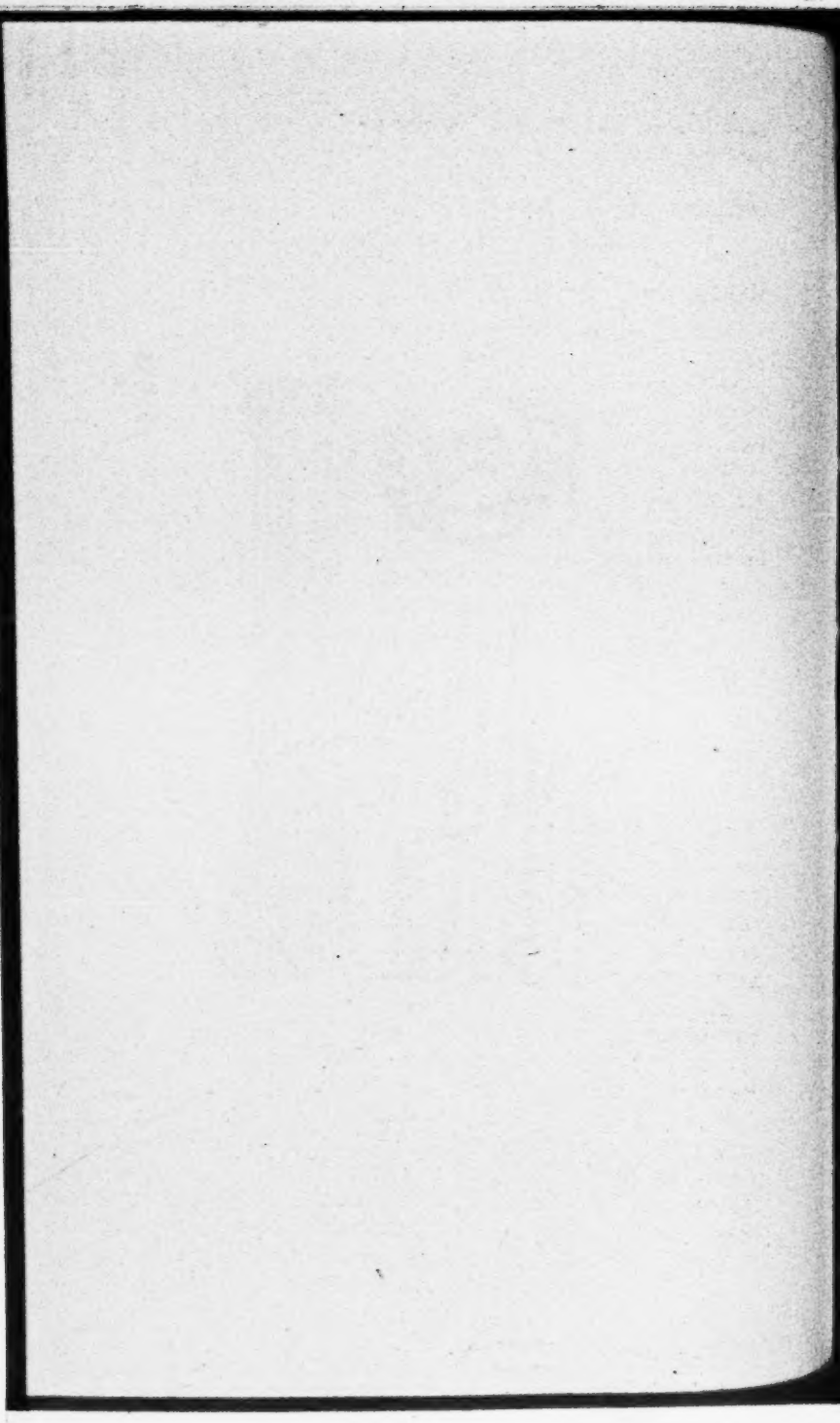
Complete record of registered mail is kept at the post office, but the sender should write the name of the addressee on back hereof as an identification. Preserve and submit this receipt in case of inquiry, or application for indemnity.

Registry Fees and Indemnity.—Domestic letters and sealed parcels indemnified for $25 or less, 10 cents; for over $25 and not in excess of $100, 20 cents; domestic parcel post, not indemnified, 10 cents; for over $25 and not in excess of $50, 20 cents; domestic parcel post, indemnified up to $50, 20 cents; articles addressed to foreign countries, regardless of class or indemnity, 10 cents. Claims must be filed with postmaster within one year from date of mailing.

Form 3806

19363a

94864



[fol. 19364] Copy to Mr. Hedges. Copy attached to original contract.

Nov. 10, 1920.

McKee Glass Co., Jeannette, Pa.

Attention: Mr. M. A. Smith, V. P.

GENTLEMEN:

We attach hereto the comparative list of recommended retail prices on all samples of your ware that have been submitted to us. This you will note is headed "Schedule C (1)" and should be attached to Schedule C and form a part of the license agreement.

We have not received samples yet of your Utility dish No. 263 and Bean Pot No. 328. These and any other articles that you may be manufacturing of which we have not received samples should be sent to us at once because we must actually have the samples before establishing a recommended retail price.

Yours very truly, Corning Glass Works, by ——.

WHC:D.

[fol. 19365] GOVERNMENT EXHIBIT No. 1670

Agreement

This Agreement made this 17th day of June, 1930, by and between Corning Glass Works, a corporation organized under the laws of the State of New York, hereinafter called the "Licensor", and McKee Glass Company, a corporation organized under the laws of the State of Pennsylvania, hereinafter called the "Licensee", witnesseth:

That Whereas, the Licensee, by virtue of the license agreement made July 20, 1921, now holds a license from the Licensor under claims one to nine inclusive of U. S. Letters Patent No. 1,304,662, and

Whereas, the Licensee is desirous of obtaining rights under claims ten and eleven of said Letters Patent No. 1,304,622 and of acquiring rights under U. S. Letters Patent No. 1,304,623, both granted May 27, 1919, on application filed by Eugene C. Sullivan and William C. Taylor.

Now, Therefore, the parties hereto, in consideration of the premises and of other good and valuable considerations to them moving, have agreed as follows:

1. The Licensor hereby grants to the Licensee a license to make, use and vend within the United States and its dependencies the inventions set forth in Claims ten and eleven of patent 1,304,622 and all claims of patent 1,304,623, which inventions are hereinafter termed "licensed inventions". The license hereby granted shall be non-exclusive, non-divisible and non-transferable, except as hereinafter provided, and shall extend for the life of said Letters Patent No. 1,304,622 and Letters Patent No. 1,304,623, or if any reissue or extension of them or either of them, unless sooner terminated by the Licensor as hereinafter provided. [fol. 19366] The Licensee agrees that it will not export glass manufactured under this license to any foreign country in which the Licensor now owns a patent covering such glass, and will not export to any other foreign country after the date of the issuance by it of such a patent. Provided, however, that if any such foreign patent shall lapse by reason of non-working, importation or otherwise, or if any such foreign patent shall be declared invalid by a final decision of the lawful authorities of the country granting such foreign patent, then the Licensee and its customers shall be at liberty to export glass manufactured under this license to that country. The Licensor agrees to inform the Licensee as to the countries in which it has obtained, or shall have obtained, such foreign patents, and as to the patent numbers of such foreign patents. The Licensee further agrees that it will not sell to any person, firm or corporation with knowledge that such person, firm or corporation intends directly or indirectly to export the glass to any such foreign country. Upon demand by the Licensor, accompanied by proof of affidavit of a responsible person not in the employ of the Licensor showing that glass made under this license and sold by the Licensee has been exported to any such foreign country, the Licensee will immediately warn the person, firm or corporation so shown to have so exported Licensee's glass to cease such unauthorized exportation, and if it is thereafter shown that the said unauthorized exporter has again directly or indirectly exported glass made under this license to any such foreign country, the Licensee will thereafter refrain from making any further sales of glass manufactured under this license to the said person, firm or corporation.

2. The Licensee acknowledges the validity of each and every claim under which it is hereby licensed, and agrees not to contest the same during the term thereof. If any [fol. 19367] claim or claims of said Letters Patent is held to be invalid by a court of final jurisdiction, or by a lower court from the decision of which no appeal or other proceeding for review is taken and prosecuted to a conclusion within the time provided by law, and the Licensee within sixty (60) days after it has received notice that such decision has become final, notifies the Licensor in writing, that it desires to be relieved of its obligations respecting such claim or claims assumed in this Section 2, then the Licensee shall be relieved of the obligation with respect to such claim and every such notice respecting a claim under which the Licensee is licensed shall constitute a surrender by the Licensee of its license under such claim, but shall not relieve the Licensee of making payment of any sums then due the Licensor. Claims held valid in one circuit, even if invalid in another, shall, for the purpose of this agreement, be held valid in the first-named circuit.

3. The Licensee agrees to pay to the Licensor a royalty of sixty (60) per cent of the actual net selling price of goods sold by it embodying any licensed invention. Provided, however, that on front glasses for illuminating units, made from a glass manufactured from a batch of the following constituent parts:

Sand—1000 lbs.
Borax—400 lbs.
Boric oxide—230 lbs.
Sodium nitrate—50 lbs.
Alumina—70 lbs.
White oxide of antimony—4 lbs.
Arsenic—4 lbs.

the royalty payable by the Licensee shall be five (5) per [fol. 19368] cent of the net selling price. Provided, further, that if the front glasses are for use on or in connection with railways, the royalty rate shall be sixty (60) per cent instead of five (5) per cent. The Licensor may at any time without notice have access to the plant or plants of the Licensee for the purpose of obtaining samples of and

complete information regarding the batch being used by the Licensee under this license.

It is agreed that any shipment or delivery of any glass falling under this license, whether on order or purchase or consignment, shall constitute a sale thereof upon which royalties shall be paid. The net selling price of ware shipped on consignment, unless such ware is invoiced at a definite price to the consignee, shall be deemed to be the average of the prices at which shipments of similar ware have been made on purchase order during the month in which the consigned shipments were made.

4. The Licensee during the existence of this license shall keep complete books of account, showing the character, numbers, kinds and sizes of glassware made by it under this license, and also of the ware sold by it under this license and the net selling price thereof, as herein defined, with the names and addresses of the several purchasers thereof, quantity sold and prices obtained, and all other facts necessary or advantageous to the Licensor in ascertaining the royalty payments herein provided for. The Licensee, prior to the last day of each calendar month hereafter shall make to the Licensor, upon blanks furnished by the Licensor, sworn detailed statements of the facts required to be shown for the calendar month last preceding the month in which such statement is to be made. At the time of making each of such returns the Licensee shall pay to the Licensor all royalties due and payable by the Licensee for the ware sold [fol. 19369] by it during the period covered by the return.

For the purpose of insuring compliance with the terms of this agreement, and true and correct returns, the Licensor shall, at any time, on proper notice, have by its duly authorized agent, who shall be a licensed public accountant, access to the records of the Licensees relating to the manufacture and sale of ware under this license.

5. The Licensee assumes, as to all ware made under this license, the same obligations and makes the same agreements as it made in respect to baking ware under Article 6 of the said prior license contract of July 20, 1921.

6. The Licensee hereby agrees not to sell or ship or deliver any ware made under this license at a selling price less than the lowest net price which the Licensor may, under the rights reserved herein to it, at the time sell a corre-

sponding item. The minimum net selling prices at which the Licensor sells certain articles are shown in Schedule A, which is hereunto attached. The Licensor agrees that it will not increase or reduce said minimum net selling price until sixty (60) days' written notice thereof shall have been given by the Licensor to the Licensee, and that it will not in any case sell at prices lower than the said minimum prices fixed by Schedule A or by amendments thereof made by the Licensor, of which notice shall have been given as herein provided. The intent of this provision is that the Licensee shall be free to sell ware made under this license, if it so elects, at a price as low as the lowest price at which the Licensor sells a corresponding article. If, at any time, the Licensee shall make ware falling within this license, and not embraced in the schedule of minimum net selling prices, as then in force, the Licensor will, within thirty (30) days after application to it, accompanied by two (2) [fol. 19370] samples of the article, fix its own minimum net selling price for a corresponding article. It is distinctly understood that the fixing of a price by the Licensor at the request of the Licensee shall not in any way be a waiver of any patent rights, except under patents 1,304,622 and 1,304,623, possessed by the Licensor covering such other ware, nor shall it be considered a grant of license thereunder.

7. In case the Licensee shall violate or fail to observe any obligations herein assumed (each of which obligations shall be considered as a condition of this license), or shall cause the same to be violated, or if the Licensee shall become a bankrupt, or a receiver shall be appointed for it, or if the Licensee makes any general transfer for the benefit of its creditors, the Licensor shall have the right at its option to revoke and terminate absolutely this license upon giving written notice to the Licensee of said revocation and of the cause thereof; this license and agreement shall terminate at the expiration of thirty (30) days from the receipt of such notice; provided, however, that as to any violation or default not wilful, but due to bona fide error, inadvertence, accident or mistake in respect of keeping records, making exact or prompt statements and payments, marking ware and packages, or observance of price conditions, the Licensee shall have thirty (30) days after the receipt of any such written notice based upon and specify-

ing a breach of any one or more of the above specified conditions within which to cure said breach or breaches, and if said breach or breaches be so cured, said notice of revocation shall not be or become effective. A third breach of any particular one of the above specified conditions, after notice of two prior breaches of the same condition, shall be conclusive evidence of wilful breach and shall constitute [fol. 19371] positive cause for revocation. No cancellation or revocation of this license by the Licensor shall release the Licensee from liability for any royalties due at the time of such cancellation, and no termination of the license under this Section 7 of the Agreement shall relieve the Licensee of any of the obligations assumed in Section 2 hereof, including the acknowledgment of validity of the claims under which this license is granted.

8. In consideration of the royalties to be paid and obligations assumed by the Licensee, the Licensor does hereby covenant and agree to at all times, diligently, effectively, and continuously to the best of its ability, protect the Licensee against any and all competition in violation of the Licensee's rights hereunder by any person, firm or corporation, by infringing the licensed inventions, all at the expense exclusively of the Licensor.

9. It is distinctly understood that the license granted in this instrument is in addition to and supplemental of the license for baking ware granted in the said agreement of July 20, 1921, and that the terms of the said agreement of July 20, 1921, insofar as they grant a license for the manufacture of baking ware, are in no way altered, modified or amended by the present instrument but that the manufacture and sale of baking ware falling within the license granted in the said agreement of July 20, 1921, shall be governed by the conditions of that agreement.

10. In case of the contingencies specified in Section 2 hereof, the Licensee shall be entitled upon notice as provided in Section 2 to avail itself of any such final decree as therein specified to the full extent of the legal effect thereof, regardless of the specific claim or claims therein adjudicated to be invalid.

[fols. 19372-19373] 11. This agreement is binding upon and shall inure to the benefit of the Licensor, its successors and assigns. The Licensee's rights and obligations

hereunder may be transferred by assignment or otherwise, to any successor to the entire business of the Licensee, but this license is not otherwise assignable, nor is it divisible.

In Witness Whereof, each of the parties hereto has caused this instrument to be executed on its behalf by its officers thereunto duly authorized, as of the day and year first above written, and its corporate seal to be hereunto affixed and attested.

Corning Glass Works, by Amory Houghton, President. (Seal.)

Attest: John L. Thomas, Secretary.

McKee Glass Company, by M. A. Smith, President.

Attest: Geo. D. Sailer, Secretary.

* * * * * * *

[fol. 19374] GOVERNMENT EXHIBIT No. 1671

Agreement

This Agreement, made this 3d day of August 1931, by and between Corning Glass Works, a corporation organized under the laws of the State of New York, hereinafter called the "Licensor," and McKee Glass Company, a corporation organized under the laws of the State of Pennsylvania, hereinafter called the "Licensee," witnesseth:

Whereas, the parties hereto, on the 17th day of June, 1930, entered into a certain agreement under and by virtue of which the Licensor granted to the Licensee certain rights in United States Letters Patent; and

Whereas, the parties hereto are now desirous of amending said agreement;

Now, Therefore, the parties hereto, in consideration of the premises and other good and valuable considerations to them moving, have agreed as follows:

1. That paragraph three of said agreement be cancelled and set aside and that the following be substituted therefor:

The Licensee agrees to pay to the Licensor a royalty of sixty (60) per cent of the actual net selling price of

goods sold by it embodying any licensed invention; provided, however, that on the goods and articles enumerated in Schedule A hereof or amendments thereto, made from a glass manufactured from a batch of the following constituent parts:

Sand	1000 lbs.
Borax	400 lbs.
Boric Acid	230 lbs.
Sodium Nitrate	50 lbs.
Alumina (hydrated)	70 lbs.
White Oxide of Antimony	4 lbs.
Arsenic	4 lbs.

[fol. 19375] the royalty payable by the Licensee shall be five (5) per cent of the net selling price. Provided further, that where, in Schedule A or amendments thereto, the uses to which the goods or articles may be put are designated or restricted, the royalty rate of sixty (60) per cent shall be applicable to goods or ware if such goods or ware are for uses other than those designated or restricted. The Licensor may at any time without notice have access to the plant or plants of the Licensee for the purpose of obtaining samples of and complete information regarding the batch being used by the Licensee under this license.

It is agreed that any shipment or delivery of any glass falling under this license, whether on order of purchase or consignment, shall constitute a sale thereof upon which royalties shall be paid. The net selling price of ware shipped on consignment, unless such ware is invoiced at a definite price to the consignee, shall be deemed to be the average of the prices at which shipments of similar ware have been made on purchase order during the month in which the consigned shipments were made.

Cash discount terms of one (1) per cent, fifteen (15) days, thirty (30) days net, when earned, may be allowed on the minimum net selling prices set forth in Schedule A. Royalties shall be computed on the minimum net selling prices without regard to discount.

2. That Schedule A of said contract be cancelled and the attached schedule A be substituted therefor.

[fols. 19376-19379] In Witness Whereof, each of the parties hereto has caused this instrument to be executed on

its behalf by its officers hereunto duly authorized, as of the day and year first above written, and its corporate seals to be hereunto affixed and attested.

Corning Glass Works by Amory Houghton President. (Seal.)

Attest. John L. Thomas, Secretary.

McKee Glass Company by M. A. Smith, President. (Seal.)

Attest: Donald M. Smith, Vice President.

* * * * * * *

[fols. 19380-19385] GOVERNMENT EXHIBIT No. 1672

Agreement

This Agreement, made this 18th day of December, 1931, by and between Corning Glass Works, a corporation organized under the laws of the State of New York, and McKee Glass Company, a corporation organized under the laws of the State of Pennsylvania, witnesseth:

Whereas, the parties hereto, on the 17th day of June, 1930, entered into a certain agreement and license, which said agreement was amended by an agreement dated August 3, 1931; and

Whereas, the parties hereto are desirous of substituting a new schedule for that attached to said agreement of August 3, 1931, and marked Schedule A;

Now, Therefore, the parties hereto, in consideration of the premises and other good and valuable considerations to them moving, have agreed as follows:

1. That Schedule A attached to said agreement of August 3, 1931, is hereby cancelled and set aside.

2. That the attached schedule, to be known hereafter as Schedule A-1, is hereby substituted therefor.

In Witness Whereof, each of the parties hereto has caused this instrument to be executed on its behalf by its officers hereunto duly authorized as of the day and year

first above written, and its corporate seals to be hereunto affixed and attested.

Corning Glass Works, W. R. G., Jr. by Amory Houghton President. (Seal.)

Attest: John L. Thomas Secretary.

McKee Glass Company, by M. A. Smith, President.

Attest Geo. D. Sailer, Secretary.

• • • • • • •

[fols. 19386-19397] GOVERNMENT EXHIBIT No. 1673

Agreement

This Agreement, made this 29th day of May 1933, by and between Corning Glass Works, a corporation organized under the laws of the State of New York, and McKee Glass Company, a corporation organized under the laws of the State of Pennsylvania, witnesseth:

Whereas, the parties hereto, on the 17th day of June 1930, entered into a certain agreement and license, which said agreement was amended by an agreement dated August 3, 1931, and was further amended by an agreement dated December 18, 1931; and

Whereas, the parties hereto are desirous of substituting a new schedule for that attached to said agreement of December 18, 1931, and marked Schedule A-1;

Now, Therefore, the parties hereto, in consideration of the premises and other good and valuable considerations to them moving, have agreed as follows:

1. That Schedule A-1 attached to said agreement of December 18, 1931, is hereby cancelled and set aside.

2. That the attached schedule, to be known hereafter as Schedule A-2, is hereby substituted therefor.

In Witness Whereof, each of the parties hereto has caused this instrument to be executed on its behalf by its officers hereunder duly authorized as of the day and year first above written, and its corporate seals to be hereunto affixed and attested.

Corning Glass Works, by Amory Houghton, President.

Attest: John L. Thomas, Secretary.

McKee Glass Company, by M. A. Smith, President.

Attest: Geo. D. Sailer, Secretary.

* * * * * * *

[fol. 19398] GOVERNMENT EXHIBIT No. 1685

Hartford-Empire Company
Hartford, Conn.

October 25, 1939

Owens-Illinois Glass Company, hereinafter called "Owens-Illinois", Owens-Illinois Pacific Coast Company, hereinafter called "Coast Company", and Libbey Glass Company, hereinafter called "Libbey", hereby make the following proposals for settlement of the disputes with Hartford-Empire Company relating to leers:

Owens-Illinois and Coast Company propose that the Consolidated Leer Agreement of October 1, 1935 be amended as follows:

1. Article II, Section 2. Amend by adding to the end thereof the following:

"provided, however, royalties shall be paid to Hartford in accordance with this agreement and at the rates herein provided from September 1, 1939 to May 4, 1943, on the following gas fired leers—

Serial No.	Name of Plant
33	Huntington
38	"
39	"
41	"
48	Clarion
63	"
65	Huntington
84	"
A-3	Los Angeles

Owens-Illinois and Coast Company agree that if they, or either of them, should, subsequent to September 1, 1939, convert from electric to gas and/or oil fired any leers built

and in the possession of them or either of them prior to [fol. 19399] October 1, 1935, that royalty shall be paid thereon to Hartford in accordance with this agreement, and that all claims for damages, infringement and royalties for use of leers by Owens-Illinois and Coast Company prior to September 1, 1939, are hereby waived, except as to such leers as Owens-Illinois and Coast Company have in the past been paying royalties upon."

2. Article II, Sections 3, 4 and 5. The words and figures "July 1, 1941" appearing therein shall be deleted, and the words and figures "May 4, 1943" shall be substituted for the deleted words.

3. Article II, Section 3. After the words "produced substantially entirely by electricity" there shall be added the words "that is, at least 75% by electricity".

4. Except as herein amended and modified, the Consolidated Leer Agreement shall remain in full force and effect.

5. Libbey agrees to execute and deliver to Hartford an agreement which has been negotiated between it and Hartford covering the three Amsler-Morton leers now owned by Libbey, and Libbey shall account promptly to Hartford for royalties at the rates specified therein from April 1, 1939.

6. Libbey will enter into an agreement in substantially the form of an agreement proposed by Hartford relating to three Amsler-Morton leers owned by Libbey, in which agreement Libbey shall agree to pay royalties at the same rates as are being paid by Owens-Illinois and the Coast Company on the following leers for the periods September 1, 1939 to May 4, 1943:

Serial No.	Name of Plant
14	Libbey
15	"
26	"
31	"
35	"
40	"
42	"
44	"
64	"
2 Simplex Decorating Leers	"
2 Simplex Annealing Leers	"

7. All claims for damages, infringement and royalties for use of leers by Libbey prior to September 1, 1939 are [fols. 19400-19406] hereby waived by Hartford, except as to such leers as Libbey has in the past been paying royalty on, and except as to the three Amsler-Morton leers above mentioned.

8. Owens-Illinois and Coast Company shall pay Hartford upon the acceptance of this offer the sum of $2,300.00.

The foregoing proposal is to be understood as modified and construed by the letters of Mr. C. B. Belknap and Mr. F. Goodwin Smith, dated September 18, 1939, October 3, 1939, October 10, 1939 and October 18, 1939, copies of which are hereto attached.

If this settlement is agreeable to you, simply acknowledge your acceptance on three copies of this letter and return them for our files and those of the Coast Company and Libbey.

Owens-Illinois Glass Company, by C. B. Belknap, Executive Vice President; Owens-Illinois Pacific Coast Company, by J. P. Levis, President; Libbey Glass Company, by J. H. Wright, President.

Approved and Accepted this 25 day of October, 1939.

Hartford-Empire Company, by Robson D. Brown, Vice President.

* * * * * * *

[fol. 19407] GOVERNMENT EXHIBIT No. 1686

This Agreement made and executed this 29th day of August 1919, by and between James W. Hamilton, Albert G. Hamilton, James H. Graham, Georgia Heard Hamilton, Vera A. Hamilton, as Guardian of James Telford Hamilton, a minor, and said James Telford Hamilton, all of Pittsburgh, Pennsylvania, parties of the first part, and Thatcher Manufacturing Company, a corporation created and existing under the laws of the State of New York, party of the second part,

Witnesseth:

For and in consideration of the mutual covenants hereinafter specified, and the payment of Fifteen Thousand

Dollars ($15,000) by the party of the second part to the parties of the first part, the receipt whereof is hereby acknowledged, the parties hereto, both of the first and second parts, covenant, promise and agree with each other as follows:

1. For the sum of Eighty-five Thousand Dollars ($85,000), payable as hereinafter specified by the party of the second part, the parties of the first part severally and not jointly, but each for himself or herself and not for each other, covenant and agree not to manufacture, produce or sell, and not to directly or indirectly engage in the business of manufacturing or selling, for a period of ten years from January 1, 1920, by any process whatsoever, glass milk bot- [fol. 19408] tles for sale to customers located outside of Allegheny County, Pennsylvania.

The parties of the first part further covenant and agree not to manufacture, produce, or sell, and not to directly or indirectly engage in the business of manufacturing or selling, for a like period of ten years from January 1, 1920, by the process covered by United States Patent No. 1,199,108, dated September 26, 1916, and all patents granted or to be granted for improvements upon the process covered by the same, and by the process covered by what are commonly called the "Owen's Patents", glass milk bottles for sale to milk dealers located within said Allegheny County.

As above stated, each of the parties of the first part makes the above covenants for himself or herself, and by executing and delivering this agreement does not undertake or assume any liability for the performance of the same by the other parties of the first part.

2. The party of the second part covenants and agrees to pay to the parties of the first part said sum of Eighty-five Thousand Dollars ($85,000) on or before July 1, 1920, without interest, as follows:

To James W. Hamilton	$ 30,934.00
Albert G. Hamilton	14,360.00
James H. Graham	4,500.00
Georgia Heard Hamilton	14,360.00
Vera A. Hamilton, Guardian	20,845.00
	$85,000.00

This Agreement is to be performed in the State of Penn-
[fol. 19409] sylvania, and is to be governed by the laws of that State.

Where not so stated above, all the terms, conditions and provisions shall benefit and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals, and the party of the second part has caused these presents to be executed by the hand of its President, duly authorized thereunto, and its corporate seal to be hereunto affixed, attested by the hand of its Secretary.

Executed as four originals the day and year first above mentioned.

James W. Hamilton (Seal), Albert G. Hamilton, by James W. Hamilton (Seal), Attorney-in-Fact; James H. Graham, by James W. Hamilton (Seal), Attorney-in-Fact; James H. Graham (Seal), Charles C. Heard, Georgia Heard Hamilton (Seal), Vera A. Hamilton (Seal), Guardian of James Telford Hamilton, Minor; James Telford Hamilton (Seal), Thatcher Manufacturing Company, by F. E. Baldwin, President.

Witness: Drayton Heard.

Attest: Casper G. Decker, Secretary.

[fol. 19410] GOVERNMENT EXHIBIT No. 1687

Apportionment of General's Rights In Event of Dissolution

Agreement made this twenty-sixth day of June, 1933, among Hartford-Empire Company, a Delaware corporation having its principal office in the City of Hartford, Connecticut, (hereinafter called "Hartford"), The Hocking Glass Company, an Ohio corporation having its principal office at Lancaster, Ohio, (hereinafter called "Hocking"), Thather Manufacturing Company, a New York corporation having its principal office at Elmira, New York, (hereinafter called "Thatcher"), and General Glass Corporation, an Indiana corporation having its business office at Lancaster, Ohio, (hereinafter called "General"),

Witnesseth that

Whereas Hartford has now outstanding with General certain agreements and licenses and leases covering the use of certain of Hartford's equipment, said agreements and licenses and leases being specified in Schedule A annexed hereto,

Whereas Hocking and Thatcher each own one-half (½) interest in said General,

Whereas Hocking and Thatcher have requested Hartford, in the event General is hereafter dissolved or goes out of [fol. 19411] and winds up its business by mutual consent of Hocking and Thatcher, that Hartford apportion equally between Hocking and Thatcher all rights, privileges and licenses of every kind as are then enjoyed by General by virtue of said agreements and licenses and leases specified in Schedule A annexed hereto, together with any additional licenses and leases granted by Hartford to General between now and the time of such dissolution, and together with any amendment thereto (said specified agreements and licenses and leases and said additional licenses and leases, all as they may be amended, being hereinafter called "then existing licenses and leases"), and Hartford has so agreed,

Now, Therefore, in consideration of One Dollar ($1.00) by each of the parties hereto to each of the others in hand paid before the execution of this Agreement, the receipt of which is hereby acknowledged by each of the parties hereto, of the mutual covenants and agreements herein contained and other good and valuable considerations, receipt whereof is also acknowledged by each of the parties hereto, it is agreed as follows—

Section 1.—Hartford agrees that if at any time General is dissolved by mutual consent of Hocking and Thatcher and/or goes out of and winds up its business by mutual con- [fol. 19412] sent of Hocking and Thatcher, after notice as provided for below, it will apportion equally between Hocking and Thatcher the right to use such equipment as General shall at that time hold under said then existing licenses and leases; *Provided*, however, that at such time both Hocking and Thatcher shall be licensees of Hartford. Notice of such dissolution, going out of and winding up General's business, shall be given by Thatcher and Hocking in writing to Hartford. The grant of the use of such equipment to Thatcher and Hocking shall be on the same terms and con-

ditions and with the same Field of Permitted Ware as applies to the use of such equipment in said then existing licenses and leases.

Section 2—Hartford also agrees to furnish Hocking and Thatcher, and each of them, such additional feeders, forming machines, lehrs, stackers and conveyors and other equipment, all of the types described in said then existing licenses and leases, as they may reasonably require. The use of all such additional equipment shall be granted on the same terms and conditions and for the same Field of Ware as are set forth for the particular type of equipment in said then existing licenses and leases. The license fees and royalties for such additional equipment shall be those as are [fol. 19413] generally offered to others in the glass industry at that time.

Section 3—The rights and privileges granted hereunder to Hocking and Thatcher and each of them shall be transferable to the successor of the entire business of each.

In Witness Whereof the parties hereto have hereunto set their hands and seals, acting herein by their respective officers duly authorized therefor.

In Presence of:

Arthur T. Stafford, Jr. Sec'y
Ada Cornwald

Hartford-Empire Company
By F. Goodwin Smith, Pres.

Thomas C. Fulton
F. B. Seelub

The Hocking Glass Company
By I. J. Collins, Pres.

H. C. Mandeville
F. L. Collins

Thatcher Manufacturing Company
By R. W. Niver, Pres.

Thomas C. Fulton, Sec'y
Cecil Robson

General Glass Corporation
By I. J. Collins, Pres.

[fol. 19414] SCHEDULE A

Annexed to Agreement entitled "Apportionment of General's Rights in Event of Dissolution, Dated ————

License and Lease No. HIS — 14 dated July 24, 1931
License and Lease No. HO — 67 dated September 28, 1931
License and Lease No. HLS—131 dated May 9, 1932
License and Lease No. HLS—132 dated May 9, 1932
License and Lease No. HLS—133 dated May 9, 1932
License and Lease No. HLS—134 dated May 9, 1932
License and Lease No. HIS — 16 dated August 4, 1932
License and Lease No. HO — 68 dated August 4, 1932
License and Lease No. HLS—135 dated September 1, 1932
Consolidated Feeder Agreement dated September 16, 1932
Consolidated Lehr Agreement dated September 16, 1932

Feeder Licenses and Leases HSF-I-1-HSF-I-35 inclusive, all dated September 16, 1932.
Lehr Licenses and Leases HL-I-1-HL-I-35 inclusive, all dated September 16, 1932.
License and LEASE HLS-16 dated November 14, 1927, and Licenses and Leases HLS-30-HLS-39 inclusive, all dated July 19, 1928 to Turner Glass Corporation and assumed by General Glass Corporation by letter dated December 10, 1932.
Letter Agreements, dated September 16, 1932 and December 29, 1932.
License and Lease No. HC-69, dated February 24, 1933.
License and Lease No. HIS-17 dated February 24, 1933.
Cancellation of Domestic Fruit Jar Rights dated March 28, 1933.

[fol. 19415] GOVERNMENT EXHIBIT No. 1688

Memorandum of Agreement

For and in consideration of a Contract between the parties hereto, the same being dated February 18, 1936, whereby Owens-Illinois Glass Company, of Toledo, Ohio, agrees to sell, and The W. T. Rawleigh Company, of Freeport, Illinois, agrees to buy one year of the latter's requirements of bottles for the period of one year from March 1, 1936 to March 7, 1937.

And in further consideration of the purchase by Owens-Illinois Glass Company from The W. T. Rawleigh Company, of certain glass bottle-forming equipment, lehrs, furnace materials, compressors, molds, shop tools and other equipment and supplies, etc., it is covenanted and agreed between the parties hereto, that Owens-Illinois Glass Company will and does hereby assume any and all liability and claims for damages against The W. T. Rawleigh Company because of any infringement or alleged infringement of the patents of the Hartford-Empire Company, arising from the manufacture, use or sale of any such machinery prior to the date hereof.

Further, Owens-Illinois Glass Company hereby covenants and agrees to defend at its sole cost and expense, all dam-

age and other claims, suits, actions or proceedings on the part of anyone whomsoever, against The W. T. Rawleigh Company for alleged infringement of the aforesaid patents prior to the date hereof, and all claims for damages, royalties or infringements of the aforesaid patents prior to the date hereof, and to hold said company free from loss in connection therewith.

Signed this 17th day of March, 1936.

Owens-Illinois Glass Company, by (S.) Wm. E. Levis, President; The W. T. Rawleigh Company, by (S.) W. T. Rawleigh, President.

Pencil Notation: Original in Mr. Levis' file. EP.

[fol. 19416] GOVERNMENT EXHIBIT No. 1689

Settlement Agreement

This Agreement made this 18th day of October, 1930, between Hartford-Empire Company, a corporation organized under the laws of Delaware and having a place of business at Hartford, Connecticut (hereinafter called "Hartford"), the Illinois Pacific Glass Corporation, a corporation organized under the laws of Delaware and having a place of business at San Francisco, California, (hereinafter called "Illinois Pacific") and the Illinois Pacific Coast Company, a corporation organized under the laws of Delaware and having a place of business at San Francisco, California, (hereinafter called "Illinois Pacific Coast"),

Whereas Illinois Pacific has been operating at its plant at San Francisco fourteen (14) automatic glass feeders and at its plant at Los Angeles five (5) automatic glass feeders, said feeders being more specifically described in Schedule "A" annexed hereto (hereinafter called "said feeders"), Whereas Hartford claims that said feeders, as used by said Illinois Pacific, have been infringing certain United States patents owned by Hartford,

Whereas Illinois Pacific has consolidated with Pacific Coast Glass Company to form the Illinois Pacific Coast Company, which Company desires to settle with Hartford its claim of infringement by said feeders and also to use said feeders under license from Hartford and,

Whereas said Illinois Pacific has heretofore owned and controlled certain inventions, applications and patents re-

lating to the production of glass which it intends to transfer or has transferred to said Illinois Pacific Coast, said inventions being considered as of value,

Now, Therefore, in consideration of these premises and the covenants hereinafter set forth, the parties agree as follows:

Section 1—Transfer of Inventions. Illinois Pacific hereby agrees to execute such documents as shall be necessary to [fol. 19417] assign and transfer to Illinois Pacific Coast all its right, title and interest to and in all inventions relating to the production of glass owned or controlled by said Illinois Pacific on or before June 1, 1930, together with any and all applications filed or patents issued thereon.

Illinois Pacific Coast, on its part, hereby agrees to assign and transfer to Hartford all right, title and interest to and in all inventions relating to the production of glass acquired by it from Illinois Pacific, together with any and all applications filed or patents issued thereon.

(a) Provided, however, that Illinois Pacific Coast reserves to itself a non-exclusive, non-assignable, except to the successor of the entire business of said Illinois Pacific Coast, and non-divisible license, without royalty, to make and to have made for it machines and/or devices embodying any or all of the inventions so assigned, but solely for use in plants owned by it.

(b) Hartford agrees that, during the continuance of the licenses provided for in Section 2 hereof, it will not furnish, supply or license any glass manufacturer, for use in production of hollow glassware in that portion of the United States lying west of the Rocky Mountains, any equipment (other than Hartford's present or future standard equipment) embodying the inventions United States Patents Nos. 1,777,758, 1,507,832, 1,540,264, 1,585,542 and 1,657,797 and U. S. Patent Applications Sn. 448, 241, filed April 29, 1930; Sn. 458, 504 filed May 31, 1930 and Sn. 480, 881 filed September 19, 1930, or any of them, that is identical to or merely colorably different in design from the equipment or apparatus now employed by Illinois Pacific Coast at 1855 Folsom Street, San Francisco, in its I. P. G. Feeders, and its non-portable electric lehrs.

Provided, however, that Hartford may license others to use the inventions of said Patents and applications west of

the Rocky Mountains when said inventions are embodied in devices or practices forming a part of Hartford's present or future standard equipment or practices.

It being the intent of the foregoing provision to limit Hartford's right to license said Inventions, only to the ex-
[fol. 19418] tent that it may not supply to another licensee west of the Rocky Mountains a special (non-standard) device embodying any of said invention, the design of which device shall be the same, or closely imitative of the design of the Illinois Pacific Coast structures above referred to.

(c) Said assignment and transfer by Illinois Pacific Coast [fol. 19419] to Hartford of such inventions, applications or patents are further hereby expressly made subject to certain contract commitments of Illinois Pacific relating to electric lehrs and described as follows:

1. A non-exclusive license to Illinois Glass Company dated January —, 1925, for fifteen (15) years to use two certain electric lehrs.

2. A non-exclusive license to Illinois Glass Company under patents Nos. 1,657,797, 1,540,264 and 1,585,542 for use in portable electric lehrs at the plants of the Illinois Glass Company located east of the Rocky Mountains.

3. An option evidenced by letter dated June 21, 1929, hereto attached, granting an option to the Thatcher Manufacturing Company to acquire an exclusive license under electric lehr and electric forehearth inventions for milk bottles made east of the Rocky Mountains.

it being the intention of this Section that nothing in the foregoing assignment and transfer shall be construed to prevent Illinois Pacific or its successor, Illinois Pacific Coast, from fully performing all the requirements of the contracts above specifically named in this Section.

Illinois Pacific and Illinois Pacific Coast agree to render to the Hartford-Empire Company all assistance reasonably possible relative to the subject matter of any invention transferred by this section, in connection with any patent suits, interferences and prosecution of patents by permitting access to all papers and documents relating to such matters, and by permitting and instructing their several employees to furnish information and to testify in any proceedings.

Section 2—License for Feeders. Illinois Pacific Coast Company hereby agrees to execute and enter into with Hartford, licenses substantially as set forth in Schedule "B" annexed hereto covering the use of said feeders (as described in Schedule "A" annexed hereto) by said Illinois Pacific Coast and will pay royalties on all ware produced by [fol. 19420] said feeders since June 1, 1930, at the rates provided for in said licenses.

Section 3—Agreement to Release. Upon the transfer of inventions provided for in Section 1 above and the execution of the licenses and the payment of royalties provided for in Section 2 above, Hartford will, without further consideration, release and discharge said Illinois Pacific and Illinois Pacific Coast from all claims of infringement of Hartford's patents arising at law or in equity from the use by said Illinois Pacific of said feeders prior to June 1, 1930.

In Witness Whereof the parties have hereunto set their hands, Illinois Pacific Glass Corporation acting by Charles C. Cole its President, Illinois Pacific Coast Company acting by C. N. Davis, its President and Hartford-Empire Company acting by S. F. Parham, its Attorney-in-fact, all duly authorized thereto.

Illinois Pacific Glass Corporation, by Charles C. Cole.

Cloyd O. Dawson, M. A. Trummer.

Illinois Pacific Coast Company, by C. A. Davis.

Cloyd O. Dawson, M. A. Trummer.

Hartford-Empire Company, by S. F. Parham.

Cloyd O. Dawson, M. A. Trummer.

[fol. 19421] Schedule "A"

Annexed to Settlement Agreement between Hartford-Empire Company, Illinois Pacific Glass Corporation and Illinois Pacific Coast Company

Dated: October 18, 1930.

Description of Illinois Pacific Feeders

The term "said feeders" as hereinbefore used shall include the fourteen (14) Illinois Pacific feeders operated at

the San Francisco plant of the Illinois Pacific Glass Corporation and the five (5) Illinois Pacific feeders operated at the Los Angeles plant of the Illinois Pacific Glass Corporation prior to June 1, 1930, each such feeder being more fully described as follows:

A device for feeding molten glass, comprising a forehearth and associated parts, substantially as shown in drawing "A" hereto attached and/or substantially as shown in drawings "B" and "C", also hereto attached. Said feeder also comprises a reciprocating plunger and operated plunger mechanism, substantially as shown in "Diagram of Plunger Movement", drawing "D", also hereto attached. Said feeder further comprises air operated shear blades and operating mechanism therefor, together with timing mechanism for controlling the operations of the plunger, shears and associated forming machine, said timing mechanism being substantially as shown in the drawings of United States patent No. 1,777,758 to Holger T. Mathieson.

1/26/53

GOVERNMENT EXHIBIT No. 1743

AMENDMENT TO GENERAL LICENSE AGREEMENT

Between

HARTFORD-EMPIRE COMPANY

And

OWENS-ILLINOIS GLASS COMPANY

This Agreement made and entered into as of the ___ day of January, 1933, between Hartford-Empire Company, a corporation of Delaware having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford") and Owens-Illinois Glass Company, a corporation of Ohio having its principal place of business at Toledo, Ohio, (hereinafter called "Owens-Illinois"),

WITNESSETH

That in consideration of the sum of One Dollar ($1.00) and other valuable considerations, receipt of which is hereby acknowledged, Hartford and Owens-Illinois agree that after the words "Hartford grants to Owens-Illinois a non-exclusive, non-assignable (except to its successors in business) and non-divisible (except to its subsidiaries in accordance with the provisions of Section 13 of this Agreement) license to make or have made for it and to use machines and/or methods embodying licensed inventions for the manufacture of glassware (and parts thereof or therefor) subject, however, to all the exclusions of Hartford enumerated in

Schedule A attached hereto", found in the second paragraph of Section 2 of the General License Agreement between Hartford-Empire Company and Owens-Illinois Glass Company dated July 1, 1932, the following proviso shall be inserted -

> PROVIDED, however, that as to fruit jars for the domestic (household) use produced upon machines and/or with methods embodying licensed inventions Owens-Illinois shall not ship for sale an aggregate of over _____ in any one calendar year. When, however, Owens-Illinois can show to the reasonable satisfaction of Hartford that the total number manufactured in the United States of fruit jars for the domestic (household) use and sold for use in the United States has become established at a total of One Million Two Hundred Fifty Thousand (1,250,000) gross or more per calendar year then so long, and only so long as such established total sale of such fruit jars shall continue Owens-Illinois shall have the right to increase the number of such fruit jars which it ships for sale to an amount which shall not exceed _____ per cent of such established total sale.

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In the event that Owens-Illinois shall ship for sale a greater number of such fruit jars than are hereinbefore permitted and such violation shall continue after Hartford shall have given to Owens-Illinois written notice of such violation, Hartford thereupon shall have the right to revoke and terminate absolutely any license Owens-Illinois may hold to use machines and/or methods embodying licensed inventions for the manufacture of such fruit jars upon giving written notice to Owens-Illinois of said revocation at least Thirty (30) days before the time when such revocation is to take effect - it being understood, however, that such revocation shall not otherwise conflict with the rights of Owens-Illinois or Hartford under this General License Agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals, acting hereunto by their respective officers duly authorized therefor.

Attest

HARTFORD-EMPIRE COMPANY

By _____

Attest

OWENS-ILLINOIS GLASS COMPANY

By _____

95096

Fruit Jars - Book

GOVERNMENT EXHIBIT No.1744

AMENDMENT TO GENERAL LICENSE AGREEMENT

Owens-Ill. Glass Co.
Patent Dept.
1933

Between

HARTFORD-EMPIRE COMPANY

And

OWENS-ILLINOIS GLASS COMPANY

This Agreement made and entered into as of the _____ day of February, 1933, between Hartford-Empire Company, a corporation of Delaware having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford") and Owens-Illinois Glass Company, a corporation of Ohio, having its principal place of business at Toledo, Ohio,(hereinafter called "Owens-Illinois")

W I T N E S S E T H :

That in consideration of the sum of One Dollar ($1.00) and other valuable considerations in hand paid by Hartford to Owens, receipt of which is hereby acknowledged by Owens, Hartford and Owens-Illinois agree that at the end of Section 2 of the General License Agreement between Hartford-Empire Company and Owens-Illinois Glass Company dated July 1, 1932, the following provision shall be inserted:

As to fruit jars for the domestic (household) use produced by the use of machines and/or with methods embodying licensed inventions, the foregoing license is limited to the manufacture by Owens-Illinois of an aggregate, in any one calendar year of not over one hundred thousand (100,000) gross of such fruit jars for the domestic

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(household use.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals, acting hereunto by their respective officers duly authorized therefor.

HARTFORD-EMPIRE COMPANY

By _____

Attest:

_____
Secretary

OWENS-ILLINOIS GLASS COMPANY

By _____

Attest:

_____
Secretary

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GOVERNMENT EXHIBIT No. 1765

HARTFORD-EMPIRE COMPANY

Glass Working Machinery

HARTFORD, CONN.

CABLE ADDRESS:
EMHART

LEGAL DEPARTMENT

Case No. 4426 Civil
U.S. District Court
GOVERNMENT EXHIBIT
No. 1765

October 11th, 1932

Owens-Illinois Glass Company
Toledo
Ohio

Gentlemen:

We are advised that Owens-Illinois Glass Company has made a contract for the purchase of substantially all of the assets of Root Glass Company, to be completed on or about October 15, 1932, as of the close of business July 31, 1932.

In consideration of the fact that Owens-Illinois will have a license from Hartford for the future use of feeders acquired by it from Root Glass Company, and will pay royalties for the use of the same, Hartford hereby releases and discharges Owens-Illinois Glass Company from any and all claims for infringement of patents arising out of acts or omissions of Root Glass Company from July 31, 1932, to and including the closing date under said contract between Owens-Illinois Glass Company and Root Glass Company mentioned above.

Very truly yours,

HARTFORD-EMPIRE COMPANY

By Woodruff Emmett
President

Attest

A. T. Ellsworth
Secretary

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GOVERNMENT EXHIBIT No. 1766

Two copies sent to Mr. L. T. Williams 10/12/32

HARTFORD-EMPIRE COMPANY

Glass Working Machinery

HARTFORD, CONN.

CABLE ADDRESS:
EMHART

LEGAL DEPARTMENT

October 11, 1932

Root Glass Company
Terre Haute, Indiana

Gentlemen:

We are advised that Owens-Illinois Glass Company has made a contract for the purchase of substantially all of the assets of Root Glass Company, to be completed on or about October 15, 1932, as of the close of business July 31, 1932, and that Owens-Illinois Glass Company will assume all claims of Hartford-Empire Company against Root Glass Company for infringement of patents, or otherwise, prior to the closing date, or arising out of acts or conditions prior to the closing date, and will procure from Hartford-Empire Company and deliver to Root Glass Company on the closing date under that contract a complete release of such claims.

In consideration of the premises we hereby release and discharge Root Glass Company from any and all claims for infringement of patents, or otherwise, down to the closing date under the said contract of purchase between Owens-Illinois Glass Company and Root Glass Company, and from all claims growing out of or arising from acts or conditions committed or existing on or before that date.

Very truly yours,

HARTFORD-EMPIRE COMPANY

By F Govdwin Smith
President

Attest

A T Safford Jr
Secretary

[illegible] Comp [illegible]
[illegible] National Economic Conditions.
A. T. Safford, Jr. Secretary.

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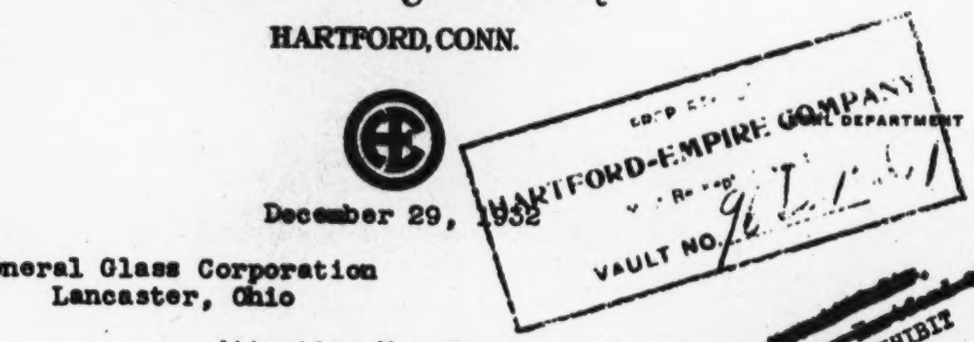
GOVERNMENT EXHIBIT No. 1767

HARTFORD-EMPIRE COMPANY

Glass Working Machinery

HARTFORD, CONN.

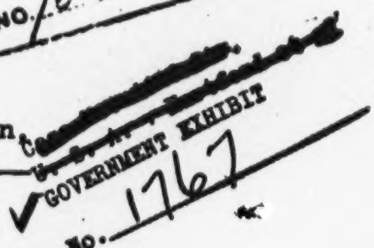
CABLE ADDRESS: EMHART



December 29, 1932

General Glass Corporation
Lancaster, Ohio

Attention Mr. Thomas C. Fulton,
Treasurer



Dear Mr. Fulton:

In 1927 Hartford-Empire Company gave to Monongah Glass Company a special royalty rate of 6¢ per gross on Round Bottom Family Jelly Tumblers sold for household use and not exceeding 9 ounces in weight. This rate was given on the condition that if Hazel-Atlas Glass Company should become a feeder licensee of Hartford this special royalty rate should cease. Hazel-Atlas Glass Company is now a feeder licensee of Hartford-Empire Company.

Hartford-Empire Company and General Glass Corporation hereby agree that commencing January 1, 1933, the royalty on all merchantable Round Bottom Family Jelly Tumblers sold for household use and not exceeding 9 ounces in weight, produced by or with Hartford Single Feeders licensed and leased by Hartford to General, shall be the royalties specified as being payable on all pressed ware on page 2 of Schedule D of the Consolidated Feeder Agreement between Hartford-Empire Company and General Glass Corporation dated September 16, 1932.

Very truly yours,

HARTFORD-EMPIRE COMPANY

By _____
Secretary

Lancaster, Ohio, December 31st, 1932.

General Glass Corporation hereby agrees to and concurs in the foregoing.

GENERAL GLASS CORPORATION

By _____ Secy-Treas.

ATS:RLB

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GOVERNMENT EXHIBIT No. 1769

HARTFORD-EMPIRE COMPANY

Glass Working Machinery

HARTFORD, CONN.

CABLE ADDRESS
EMHART

LEGAL DEPARTMENT

PROPERTY OF
HARTFORD-EMPIRE COMPANY
VAULT NO. 4-L-N.Y.1

July 27th, 1933

Mr. J. H. McNash, President
Hazel-Atlas Glass Company
Wheeling, West Virginia

Dear Mr. McNash:

Mr. Beatty and the others have recently written us concerning the arrangement which Mr. McClure made with them by which you were to make a certain number of hot mold tumblers.

As you will recollect, hot mold tumblers were specifically excluded from our Agreement of July 1st, 1932, so it seems advisable for your protection to make formal amendment to that Agreement.

Hartford and Hazel-Atlas, therefore, agree that there shall be added after the words "hot mold tumblers" in sub-section (e) of Schedule A annexed to the General License Agreement between Hartford-Empire Company and Hazel-Atlas Glass Company dated July 1st. 1932, the following -

> "PROVIDED, however, that Hazel-Atlas may make or have made for it, and use, machines and/or methods embodying licensed inventions for the manufacture of such number of hot mold tumblers as shall equal in any one calendar year not over Five per cent (5%) of the sales of the hot mold tumbler industry as disclosed by the statistics of the Automatic

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"Tumbler Association relating to this type of tumbler, and in no event shall this number exceed Sixty Thousand (60,000) gross in any one calendar year"

If this letter is acceptable to you would you be good enough to note your concurrence in the form provided below on both letters and return one of them to us for our files?

Very truly yours,

HARTFORD-EMPIRE COMPANY

A. T. Safford, Jr.

Secretary

ATS:RLB

Wheeling, West Virginia
August 1st 1933

Hazel-Atlas Glass Company hereby agrees to and concurs in the foregoing.

HAZEL-ATLAS GLASS COMPANY

By J. H. McNash P.

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GOVERNMENT EXHIBIT No. 1814

HARTFORD-EMPIRE COMPANY

Glass Working Machinery

HARTFORD, CONN.

CABLE ADDRESS:
EMHART

LEGAL DEPARTMENT

October 11, 1933

Knox Glass Bottle Company
Knox
Pennsylvania

Attention Mr. R. R. Underwood

Gentlemen:

It has been recently brought to our attention that you have assembled an O'Neill Feeder from parts taken from your various plants, which feeder is now installed at No. 4 position on No. 1 Tank of the Marienville Glass Company at Marienville, Pennsylvania, and that this feeder has not been assigned a number or licensed.

In order to bring said O'Neill Feeder within the terms of the General Agreement between Hartford-Empire Company and Knox Glass Bottle Company, dated August 25, 1932, as amended December 6, 1932, Hartford-Empire Company, Knox Glass Bottle Company, Pennsylvania Bottle Company, Marienville Glass Company, Wightman Bottle and Glass Manufacturing Company and Oil City Glass Bottle Company, hereby agree that said O'Neill Feeder shall be included within the term "said leased machinery", as defined in said General Agreement, and that said O'Neill Feeder shall be leased and the use thereof licensed under the terms and conditions of said General Agreement.

Knox Glass Bottle Company now has a total of twenty-six (26) feeders under license and lease from Hartford-Empire Company, including the above-mentioned O'Neill Feeder. It is understood, however, that not more than twenty-five (25) of such feeders shall be used at any one time, as provided for by a

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certain Letter Agreement dated August 25, 1932.

The foregoing agreement shall become effective as of September 1, 1933.

Very truly yours,

HARTFORD-EMPIRE COMPANY

A. T. Safford, Jr.

Secretary

ATS:RLB

Knox, Pennsylvania
October 13th 1933

R. R. Underwood, on behalf of the Knox Glass Bottle Company, Pennsylvania Bottle Company, Marienville Glass Company, Wightman Bottle and Glass Manufacturing Company and Oil City Glass Bottle Company concurs in and agrees to the foregoing.

R. R. Underwood

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GOVERNMENT EXHIBIT No. 1815

HARTFORD-EMPIRE COMPANY

HARTFORD, CONNECTICUT

CABLE ADDRESS "EMHART"

January 16, 1937

R. R. Underwood, President
Knox Glass Bottle Company
Oil City, Pa.

Dear Roy:

Following our discussion with you at Hartford and your further discussions with Mr. Pease, we understand upon completion of the re-building of the Pennsylvania Bottle Company plant at Sheffield, you will have your feeding and/or vacuum machine units located as follows:

Knox Glass Bottle Co., Knox, Pa. - 6 Feeders; Knox Glass Bottle Company of Mississippi, Jackson, Miss., - 6 Feeders; Pennsylvania Bottle Company, Sheffield, Pa., - 6 Feeders; Wightman Bottle & Glass Mfg. Co., Parkers Landing, Pa., - 4 Feeders and 2 Vacuum Machines; Oil City Glass Bottle Company, Oil City, Pa., - 2 Feeders and 3 Vacuum Machines; Marienville Glass Company, Marienville, Pa., - 5 Feeders; and Metro Glass Bottle Company, Jersey City, N.J.,- 4 Feeders and 1 Vacuum Machine. This makes a total of 39 units.

In consideration of the mutual covenants herein involved, you on behalf of your companies, subsidiaries and affiliated companies above named hereby agree that effective October 1, 1937 and during the continuance of the General Agreement between Hartford-Empire Company and Knox Glass Bottle Company and others dated August 25, 1932 (as amended by sundry agreements), and the Agreement Relating to Knox O'Neill Suction Machines between Hartford-Empire Company and Knox Glass Bottle Company et al dated September 1, 1936 you will so arrange the operation of the above named Knox, Jackson and Sheffield plants that at no time shall you have in operation at any one time, in excess of thirty-four (34) units consisting of Feeders and Knox-O'Neill Vacuum Machines. at all your plants

The foregoing covenant shall supersede Section 5 of the Agreement Relating to Knox O'Neill Suction Machines referred to above.

Will you be good enough to execute both copies of this letter and return one of them to me for our files.

Very truly yours,

HARTFORD-EMPIRE COMPANY

ATR/I

Secretary

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HARTFORD-EMPIRE COMPANY

Knox Glass Bottle Company
Page-2-

January 16, 1937

Oil City, Pa.

January 21, 1937

R. R. Underwood as an officer of the foregoing named companies, affiliates and subsidiaries hereby agrees to the foregoing.

R. R. Underwood.

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GOVERNMENT EXHIBIT No. 1817 986

Copies to -

Champeau
Pease

November 7th, 1933.

Mr. R. C. Lavis
Universal Glass Products Company
Parkersburg, West Virginia.

Dear Mr. Lavis:

This will confirm our mutual understanding in regard to the temporary increase in the limit of your production.

Your General Agreement with us dated September 15, 1932 provides that the total amount of ware produced by you on feeders shall not exceed One Hundred Thousand (100,000) gross in any one calendar year.

It is now understood that the limit will be raised from a total of One Hundred Thousand (100,000) gross to a total of One Hundred Fifteen Thousand (115,000) gross for this present year, 1933 only.

In 1934, however, your right will again be limited to the production of One Hundred Thousand (100,000) gross. This temporary right is not to be considered as any precedent for future years.

Would you be good enough to note your concurrence in the space provided below and return one of the two copies to us for our files, retaining the other for your own.

Very truly yours,

HARTFORD-EM PIRE COMPANY.

ATT:LB

Secretary

Parkersburg, W. Va.
November _____ 1933

Universal Glass Products Company hereby agrees to and concurs in the foregoing.

UNIVERSAL GLASS PRODUCTS COMPANY

By _____

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GOVERNMENT EXHIBIT No. 1821

HARTFORD-EMPIRE COMPANY

HARTFORD, CONNECTICUT

CABLE ADDRESS "EMHART"

ARTHUR T. SAFFORD, JR.
SECRETARY AND COUNSEL

March 9 1939

Knox Class Associates
Oil City, Pennsylvania

Attention: R. R. Underwood, President
Subject: Amendment of Schedule C of Lehr Contracts

Dear Mr. Underwood:

Heretofore, in the preparation of our Lehr Contracts, Schedule C - Permitted Ware - has defined the ware to be annealed or treated by reference to the feeder and forming machine contracts of the Licensee as listed in the Schedule. This has involved considerable clerical work which we should like to avoid in the future.

For example, Schedule C of your Lehr contracts reads as follows:

"SPECIFICATION OF CLASSWARE WHICH MAY BE ANNEALED OR TREATED

PERMITTED WARE

"The ware to be annealed or treated hereunder shall comprise only glassware which Licensee is permitted to make under the following agreements between Licensor and Licensee and others, as said agreements may be amended:

General Agreement (Feeders) dated August 25, 1932
Agreement Relating to Knox O'Neill Suction Machines dated September 1, 1936
HCF-357 dated March 1, 1937
et cetera "

It is desired to substitute for the old Schedule C in your contracts numbered

HL-199	dated	11/18/36	HL-219	dated	3/ 1/37
HL-204	"	12/31/36	HL-223	"	4/26/37
HL-206	"	2/11/37	HL-225	"	4/26/37
HL-211	"	3/ 1/37	HL-248	"	12/ 4/37
HL-212	"	3/ 1/37	HL-269	"	4/ 2/38
HL-216	"	3/ 1/37	HL-275	"	8/ 1/38
HL-217	"	3/ 1/37	HL-284	"	10/12/38
HL-218	"	3/ 1/37	HL-291	"	12/31/38

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a new Schedule C which will be uniform in our various Lehr Contracts, and which will read as follows:

"SPECIFICATION OF GLASSWARE WHICH MAY BE ANNEALED OR TREATED

PERMITTED WARE

"The ware to be annealed or treated hereunder shall comprise any glassware, other than sheet or plate glass, produced by the Licensee during the term of this License and Lease."

Subject to your approval noted below, this letter will serve to amend the Lehr Contracts as indicated above. Will you be good enough to date and sign both copies of this letter and return one copy to us for our files.

Very truly yours,

HARTFORD-EMPIRE COMPANY

By Arthur T. Safford Jr.
Secretary

Oil City, Pennsylvania
Dec 19 1939

Knox Glass Associates Inc. hereby concurs in and agrees to the foregoing.

KNOX GLASS ASSOCIATES, INC.

By R. D. Redmond
President

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GOVERNMENT EXHIBIT No. 1822

HARTFORD-EMPIRE COMPANY

HARTFORD, CONNECTICUT

CABLE ADDRESS "EMHART"

ARTHUR T. SAFFORD, JR.
SECRETARY AND COUNSEL

March 9, 1939

Knox Glass Associates, Inc.
Oil City, Pennsylvania

Attention: Mr. R. R. Underwood, President

Subject: Amendment of Stacker Contracts - Section 5

Gentlemen:

Our Licenses and Leases with you numbered

HLS-198	dated	Jan. 6, 1937	HLS-208	dated	Mar. 1, 1937
HLS-202	"	Mar. 1, 1937	HLS-195	"	Dec. 31, 1936
HLS-203	"	Mar. 1, 1937	HLS-197	"	Mar. 4, 1937
HLS-205	"	Mar. 1, 1937	HLS-211	"	Apr. 26, 1937
HLS-206	"	Mar. 1, 1937	HLS-221	"	May 17, 1937
HLS-207	"	Mar. 1, 1937			

covering the use of the Hartford Lehr Stacker contain the following provision which is Section 5 (b) of said contracts:

> "(b) The said leased machinery is designed, developed and adapted especially for use with glass-annealing lehrs controlled by the Licensor. The grant of rights herein to use such leased machinery and to use the said patent rights therein embodied, is therefore restricted and limited as follows: In case the said leased machinery shall at any time be used by the Licensee for the handling of glassware, into, upon or in connection with any lehr or other glass-annealing machinery not then controlled or under license from the Licensor, and such use shall continue after the Licensee shall have received from the Licensor written notice of objection to such use, then in such case the Licensor reserves the right, in its option, to revoke and cancel this license and lease."

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This provision reserved to Hartford the right to revoke the contracts under certain conditions if the Stacker was not used for handling glassware in connection with a lehr licensed by Hartford.

It is not our policy to enforce this provision and in the current edition of the stacker contract - Edition of August 1937 - this provision was omitted entirely and replaced by a new Section which is 5 (b) of your Licenses and Leases Nos.

HLS-217	dated	Apr. 26, 1937	HLS-260	dated	Oct. 12, 1938
HLS-245	"	Nov. 20, 1937	HLS-267	"	Dec. 31, 1938
HLS-235	"	Jan. 8, 1938	HLS-268	"	Dec. 31, 1938
HLS-259	"	Oct. 12, 1938	HLS-271	"	Jan. 21, 1939

which new section reads as follows:

> "(b) The grant of rights herein to use such leased machinery shall not be construed to include the right of the Licensee to use other machinery not under license and/or lease from the Licensor, and Licensor specifically reserves such rights as it now has or shall acquire with respect to such other machinery."

This new Section 5 (b) expresses our policy of issuing each License and Lease to cover a particular Stacker without granting in such License and Lease rights for other equipment.

To make the Licenses and Leases numbered HLS-198, HLS-202, HLS-203, HLS-205, HLS-206, HLS-207, HLS-208, HLS-195, HLS-197, HLS-211 and HLS-221 agree with the Licenses and Leases numbered HLS-217, HLS-245, HLS-235, HLS-259, HLS-260, HLS-267, HLS-268, and HLS-271, we should like to cancel the provision first referred to and substitute for it the new Section 5 (b) of the August 1937 edition of the Lehr Stacker contrast quoted above.

Subject to your approval noted below, this letter will serve to amend the Stacker contracts as indicated above. Will you be good enough to date and sign both copies of this letter and return one copy to us for our files.

Very truly yours,

HARTFORD-EMPIRE COMPANY

By _____
Secretary

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HARTFORD-EMPIRE COMPANY

Oil City, Pennsylvania
March , 1939

Knox Glass Associates, Inc. hereby concurs in and agrees to the foregoing.

KNOX GLASS ASSOCIATES, INC.

By _____
President

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[fols. 19451-19476] GOVERNMENT EXHIBIT No. 1829

License and Lease No. HSF-274 from Hartford-Empire Company to The Akro Agate Company, Clarksburg, West Virginia. Dated June 6, 1934 Hartford Single Feeder No. 304

Note: Exhibit 1829 is otherwise similar to exhibit 1625.

[fols. 19477-19478] GOVERNMENT EXHIBIT No. 1850

An Agreement made 5th March, 1934, between General Glass Corporation of Lancaster, Ohio (hereinafter known as "General") and Thatcher Manufacturing Company of Elmira, N. Y. (hereinafter known as "Thatcher") whereby, in consideration of the mutual agreements herein contained, it is agreed as follows:

First. General agrees to furnish Thatcher during the continuance of this agreement (1) orders and shipping directions for the production of liquor and packer's glass ware equal to the capacity of two Feeders on the No. 2 Tank of Thatcher's Long Island City plant; (2) to deliver at said plant the necessary lynch machines and moulds with which to make the ware for such orders; (3) to furnish on request a competent man as superisor, for sufficient time to train the men at said plant for the successful manufacture of said ware; (4) to promptly furnish delivered at said plant all cartons and containers necessary for the packing and delivery of said ware; and (5) to pay all license fees and royalties on such ware.

Second. It is mutually agreed that the cost of said cartons and containers; of said royalties; of the freight and/or delivery charges on said ware, and the necessary expenses of said supervisor, shall be included in the cost of said ware; that the Thatcher shall receive from General for the ware furnished, the delivered price or prices received by General for such ware, and that any profits over the manufacturing and delivery costs and overhead (as determined by the regular cost and bookkeeping methods and figures of Thatcher) shall be divided equally between the parties hereto.

Third. This agreement shall continue for three (3) months from April 1st, 1934, and shall then be subject to revision by mutual agreement.

Thatcher Manufacturing Company, by F. C. Mandeville, Chairman of the Board and Vice President; General Glass Corporation, by Thomas C. Fulton, Secy. & Treasurer.

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[fol. 19479] GOVERNMENT EXHIBIT No. 1858

Amendment to License and Release Agreement Hartford-Empire Company to Corning Glass Works

Whereas, the Hartford-Empire Company, a corporation of Delaware, has heretofore by a certain "License and Release Agreement" dated the 26th day of June, 1928, granted certain rights to the Corning Glass Works, a corporation of New York, to which said agreement a schedule designated as Schedule A was attached, and

Whereas by inadvertence the said Schedule omitted to recite a certain application to Karl E. Peiler, Serial Number 82654, filed March 7, 1916, and

Whereas the Hartford-Empire Company is desirous of rectifying the said omission and of broadening the warranty included in the said "License and Release Agreement",

Now Therefore, in consideration of the premises and of other good and valuable considerations to it moving, the Hartford-Empire Company does hereby make, as to the said Peiler Application Serial Number 82,654, and as to each and every "licensed invention" (as "licensed invention" is defined in the said License and Release Agreement) the same warranty as to the United States and Canada as it made in said License and Release Agreement as to the pat-
[fol. 19480] ents and applications recited in said Schedule A.

Provided, That there is excluded and wholly excepted from all warranty by Hartford-Empire Company a certain non-exclusive license from Hartford-Empire Company to The Owens Bottle Company, under certain claims of the application of Howard, Serial Number 642,021, filed May 28, 1923.

In Testimony Whereof the Hartford-Empire Company has caused its name to be hereunto subscribed and its corporate seal to be affixed this 27th day of June, 1928.

Hartford-Empire Company, by F. Goodwin Smith, President. (Seal.)

Attest: Herbert Knox Smith, Secretary.

• • • • • • •

(Here follow 3 photolithographs, side folios 19481-19482, 19483, 19484-19487)

PROPERTY OF
HARTFORD-EMPIRE COMPANY
Must Be Kept in Vault
VAULT NO. 9.44.6

Pittsburgh, Pa., August 5th, 1916.

For and in consideration of one dollar in hand paid, the receipt of which is hereby acknowledged, we hereby grant to the Hartford Fairmont Company, the option of purchasing the Hitchcock patents Nos. 805067 and 805068 of November 21st, 1905, and reissue No. 13929 of June 15th, 1915, reserving therefrom the exclusive right to use the above named patents in the manufacture of plate, sheet and window glass, upon the following conditions:

First, that the said Hartford Fairmont Company shall pay to us the sum of ten thousand dollars ($10,000) on or before the first of September, 1916, or three weeks from the date of mailing to the said Hartford Fairmont Company at Hartford, Conn., or their attorney Mr. Honiss, by registered mail, a copy of the papers held by the Hitchcock Experiment Company which show the transfer of the interest in the said patents from the W. L. Clause, Trustee, Syndicate to the Hitchcock Experiment Company: the said payment of ten thousand dollars to be made for the continuation of this option to the first of March, 1918; at which time if the Hartford Fairmont Company decide to exercise this option, they are to pay to us a further sum of twenty thousand dollars ($20,000), at which time we will execute a suitable instrument conveying to them, their successors or assigns, all of the rights under the [illegible] of all glassware excepting plate,

said patents for the manufacture of all glassware excepting plate, window and sheet glass, together with all rights of action against infringers of the rights so conveyed, including the right of recovery of all damages and profits recoverable at law in equity for all past, or future infringements of the said rights, and including the right to use our names or other owners of the title in the said patents as complainant or co-complainant as may be required in such cases. It is further understood that for each machine which the Hartford Fairmont Company shall put into commercial use embodying any of these inventions, they are to pay to us the sum of one thousand dollars ($1000), and that for any machines which the said Hartford Fairmont Company may license under these patents, because of their infringing the same, they are also to pay to us the sum of one thousand dollars ($1000).

It is further understood that if there are infringers of these patents which the Hartford Fairmont Company do not stop from infringing, or which they do not license and pay to us the one thousand dollars ($1000) for said license, after due notice of such infringement to the Hartford Fairmont Company, we may sue such infringers and convert to our own use all damages received therefrom without accounting therefor to the Hartford Fairmont Company.

HITCHCOCK EXPERIMENT COMPANY

President.

Patentee

Assignment for Execution

19481-19482

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GOVERNMENT EXHIBIT No. 1866

KNOW ALL MEN BY THESE PRESENTS, that we, Halbert K. Hitchcock, of Pittsburgh, Pennsylvania, for himself, and the said H. K. Hitchcock and Charles W. Brown, also of Pittsburgh, Pa., as joint Trustees, and the Hitchcock Experiment Company, a corporation of the State of New Jersey, having an office in the City of Newark, New Jersey; and T. L. Clause, of Pittsburgh, Pennsylvania, for himself and as Trustee for others; and the Pittsburgh Plate Glass Company, a corporation of the State of Pennsylvania, having a place of business in said Pittsburgh, Pa., being now, or heretofore having been, possessed of the entire right, title and interest, or some part thereof or interest therein, however as of record may appear, in Letters Patent of the United States No. 805,068, issued to the said Halbert K. Hitchcock, Assignor, to himself and the said Charles W. Brown, Trustees, dated November 21, 1905, for method for Feeding Glass, and United States Letters Patent Reissue No. 13,929, granted to said Halbert K. Hitchcock, Assignor of one-half to the said Hitchcock Experiment Company, dated June 15, 1915, for Mechanism for Feeding Glass, and the inventions and improvements thereof, in consideration of One Dollar ($1.00), and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto the Hartford-Fairmont Company, a corporation of the State of New York, having an office and place of business in the City of Hartford, State of Connecticut, its successors and assigns, the entire right, title and interest in and to said Letters Patent and each of them, and the inventions and improvements in each of them shown, described and claimed, including any and all rights and interests therein by any and all of said assignors heretofore or now claimed or possessed, to the use and behoof of the said Hartford-Fairmont Co., its successors and assigns, for the full remainder of the respective terms of said Letters Patent, together with all rights of action against infringers of the Letters Patent hereby conveyed, including the right of recovery of all damages and profits recoverable at law, or in equity, for all past or future infringements of the said Letters Patent, the same to be enjoyed by the said Hartford-Fairmont Co., its successors and assigns, as fully and entirely as the same would or could have been enjoyed by the said Assignors had this assignment and sale not been made.

95128

It being further understood and agreed that for each machine which the said Hartford-Fairmont Co. shall put into commercial use before November 21st, 1922, embodying any of the inventions of said Letters Patent, or either of them, said Hartford-Fairmont Co. is to pay to the said Hitchcock and to said Hitchcock Experiment Company, jointly, the sum of One Thousand Dollars ($1,000.) and that for any machines which the said Hartford-Fairmont Co. may grant license under said Letters Patent (said Pittsburgh Plate Glass Company excepted), because of infringement of the same, said Hartford-Fairmont Co. is also to pay to the said Hitchcock and said Hitchcock Experiment Company, jointly, the sum of One Thousand Dollars ($1,000.00) for each machine.

It being further understood and agreed that if there are infringers of said Letters Patent, or either of them, which said Hartford-Fairmont Co. does not stop from infringing, or which it does not license and pay to said Hitchcock and said Hitchcock Experiment Co., jointly, said One Thousand Dollars ($1,000.00) for each machine used under said license, as above provided, after due notice of such infringement to the said Hartford-Fairmont Co., said Hitchcock and said Hitchcock Experiment Company may sue such infringers and convert to his and its own use all profits and damages received therefrom, without accounting therefor to the said Hartford-Fairmont Co., and said Hartford-Fairmont Co. agrees that if desired the said Hitchcock and said Hitchcock Experiment Company may use its name as co-plaintiff in the prosecution of any suits for such infringement, without cost or expense to said Hartford-Fairmont Company.

IN WITNESS THEREOF we have hereunto, respectively, set our hands and seals on this 27th day of February A.D. 1918.

C. D. Lamb (SEAL)

W. F. Stambaugh (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

19484-19487

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[fol. 19488] GOVERNMENT EXHIBIT No. 1867

Agreement

Whereas, by a proper instrument in writing, dated February 27, 1918, H. K. Hitchcock, of Pittsburgh, Pennsylvania, for himself and said H. K. Hitchcock and Charles W. Brown, also of said Pittsburgh, as joint trustees, and the Hitchcock Experiment Company, a corporation of the State of New Jersey, having an office in the City of Newark, New Jersey, and W. L. Clause of said Pittsburgh, for himself and as trustee for others, and the Pittsburgh Plate Glass Company, of said Pittsburgh, a corporation of the State of Pennsylvania, having a place of business in said Pittsburgh (all hereinafter designated collectively as Assignors), did assign to the Hartford-Fairmont Company, a corporation of the State of New York, having an office and place of business in Hartford, Connecticut (hereinafter designated as Assignee) the entire right, title and interest in and to United States Letters Patent to said Hitchcock, No. 805,068 dated November 21, 1905 and Letters Patent Reissue No. 13,929 dated June 15, 1915, and the inventions and improvements in each of said Letters Patent shown, described and claimed, and all rights of recovery for all past and future infringements thereof, all as by said instrument, to which reference is made, more fully and at large appears; and,

Whereas, by said instrument, certain further payments on machines commercially installed or licensed by said assignee embodying any of the inventions of said Letters Patent, or either of them, were provided for; and

Whereas, it is now the mutual desire of the said Assignors and Assignee to settle, liquidate and commute all payments provided for by said instrument and any and all claims and demands of any and every sort of said Assignors against [fol. 19489] said Assignee and its vendees, licensees and customers, arising out of or by reason of said instrument and of any alleged infringements of any sort, past, present or future, of said Letters Patent, or either of them, by said Assignee, its vendees, licensees, or customers;

Now, Therefore, said parties have agreed and hereby do agree as follows, to-wit:

1. In consideration of the premises and of the payments and agreements herein contained, said Assignee hereby

agrees to pay to said Assignors in addition to cash paid on the execution hereof, receipt of which is acknowledged by said Assignors, the sum of Six Thousand Dollars ($6,000.00) sometime during the month of February, 1920, and Six Thousand Dollars ($6,000.00) in the month of August, 1920, and Six Thousand Dollars ($6,000.00) in the month of February, 1921, and a final payment of Seven Thousand Dollars ($7,000.00) in the month of August, 1921, with interest at six per cent (6%) from the first day of June, 1919.

2. In consideration of said payments and agreements, said Assignors hereby release, quit-claim, and discharge said Assignee, its successors and assigns, and its vendees, licensees and customers, from all claims and demands of any and every sort arising out of or by reason of said instrument of February 27, 1918, and of any alleged infringements of any sort, past, present or future, of said Letters Patent, or either of them, by said Assignee, its vendees, licensees or customers, and said Assignors release and relinquish any rights of suit provided for them in said instrument against infringers not prosecuted by said Assignee.

In Witness Whereof, the said parties have hereunto re- [fols. 19490-19492] spectively set their hands and seals on this 23rd day of May, A. D. 1919.

Halbert K. Hitchcock. (Seal.) H. K. Hitchcock, Trustee. (Seal.) Charles W. Brown, Trustee. (Seal.) W. L. Clause. (Seal.) W. L. Clause, Trustee. (Seal.)

Witness: C. S. Lamb, J. C. Bradley.

Hitchcock Experiment Company, by W. L. Clause, President.

Attest: [Name illegible], Secretary.

Pittsburgh Plate Glass Company, by Charles W. Brown, President.

Attest: C. G. Montgomery, Secretary.

Hartford-Fairmont Company, by Bartlett Arkell, Pres.

Attest: Walter H. Lipe, Secretary.

* * * * * * *

[fols. 19493-19519] GOVERNMENT EXHIBIT No. 2002

License and Lease No. H S F 378

From Hartford-Empire Company to Pittsburgh Corning Corp., Port Allegany, Pennsylvania

Dated September 28, 1937

Hartford Single Feeder No. 458

Note: Exhibit 2002 is otherwise similar to exhibit 1624.

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[fols. 19520-19548] GOVERNMENT EXHIBIT No. 2003

License and Lease No. H S F 414

From Hartford-Empire Company to Kimble Glass Company, Vineland, New Jersey

Dated September 14, 1939

Hartford Single Feeder No. 96

Note: Exhibit 2003 is otherwise similar to Exhibit 1624.

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[fol. 19549] GOVERNMENT EXHIBIT No. 2004

License of Pratt-Rankin Patent Rights

Section 1. Hartford-Empire Company, a corporation of Delaware, with a place of business at Hartford, Connecticut, in consideration of the sum of One Dollar ($1.00) and other valuable considerations received by it to its full satisfaction from The Owens Bottle Company, a corporation of Ohio, having a place of business at Toledo, Ohio, does hereby, subject to Hartford-Empire Company's present outstanding exclusive licenses, grant to said The Owens Bottle Company, and its successors, under each and all of the United States letters patent and pending applications for United States letters patent set forth in Schedule A, hereto attached, identified by the signature of the said

Hartford-Empire Company and The Owens Bottle Company, and made a part hereof, and under any and all United States letters patent resulting from said applications and any divisions, continuations, renewals, extensions or reissues thereof, the right to manufacture and to have manufactured for it and to use and to license others to manufacture and to use the inventions covered or described by any and all the claim or claims of said patents issued or to be issued.

[fol. 19550] Section 2. The license hereby granted shall not include any license under any claim or claims of any patents of Hartford-Empire Company, other than those mentioned or described in Section 1, hereof, and Hartford-Empire Company shall, in no way, be estopped or prevented by anything contained in this instrument from fully asserting and enforcing its rights under any patents other than those mentioned or described in Section 1 hereof. The license hereby granted shall not be assignable by The Owens Bottle Company except to a person, firm or corporation succeeding to its entire bottle manufacturing business.

Section 3. The license hereby granted shall run for the whole term of each and every patent mentioned or described in Section 1 hereof.

Section 4. The license hereby granted shall be at the standard rates of royalty of Hartford-Empire Company; but it is hereby estimated that the consideration for this agreement hereinabove specified, and passing from said The Owens Bottle Company to said Hartford-Empire Company, is equal to the total amount of such royalties, and [fol. 19551] it is hereby agreed that such consideration hereinabove specified, in hand paid by said The Owens Bottle Company to said Hartford-Empire Company shall be in full settlement of all royalties payable by said The Owens Bottle Company, its subsidiaries and licensees under this agreement.

Section 5. Any license granted by The Owens Bottle Company under this agreement shall be at the usual rates not less than, and on terms not more favorable to the licensee than, those contained in Hartford's licenses then outstanding for similar ware or similarly efficient feeders.

Section 6. The parties hereto agree that operations under this agreement and the license hereby granted shall be suspended so long as the agreement among Hartford-Empire Company, The Owens Bottle Company and others dated April 9, 1924, remains in effect.

Section 7. Any dispute between the parties hereto, arising out of this agreement shall be finally determined by arbitration. For the purpose of arbitration of any given [fols. 19552-19574] dispute, a board of three arbitrators shall be appointed for such given dispute, one arbitrator to be appointed by The Owens Bottle Company, one by Hartford-Empire Company and the two arbitrators so appointed shall appoint the third. The decision of any two of said arbitrators, within the limits of submission, shall be final.

Signed this 16th day of February, 1929.

Hartford-Empire Company, by F. Goodwin Smith President.

Attest: Herbert Knox Smith, Secretary.

The Owens Bottle Company, by W. H. Boshart, President.

Attest: E. F. Martin, Asst. Secretary.

* * * * * * *

[fol. 19575-19577] DEFENDANT'S EXHIBIT No. H-5012

Schedule C

Annexed to License and Lease No. H S F-174, Dated June 29, 1929

Specification of Glassware Which May Be Made

Permitted Ware

The ware to be produced hereunder shall comprise except as expressly excluded below under Exclusions, all the articles named under this heading of Permitted Ware, and made of the compositions of glass now commonly used for

such articles, whether flint, blue, amber, green or opal, and not exceeding 72 ounces in weight.

(1) Hot Mold Tumblers. Said tumblers shall be made from ordinary lime glass. In addition said tumblers shall thereafter be sold only for drinking purposes and not for containers or package purposes, and if such tumblers shall with the consent of the Macbeth-Evans Glass Company be sold contrary to the above conditions and for purposes above prohibited, the right herein granted to make such tumblers shall thereupon terminate and cease to exist.

Provided, further, that said tumblers must be blown from a pre-pressed blank in a blank mold and no paste may be used in the blow mold and the glass forming such tumblers shall not be turned in the blow mold or the blow mold turned on said glass, and

Provided, also, that the total production of said hot mold tumblers shall not exceed 90,000 gross per year on all feeders under license from the Licensor to the Licensee.

(2) Shades and ball globes to be used in connection with electric, gas and kerosene lighting, excluding, however, lantern globes. The globes are to be not over 22-ounces in finished weight, and the shades not over 14-ounces with blow-over on, and not over 10-ounces when finished.

(3) Table Ware. Pitchers, Coasters, Plates.

(4) Lamp vases and lamp bases.

(5) Covers for electrical household meters.

(6) Radio aerial insulators.

(7) Glass cylinders and gascolators used in connection with lubricators, or forming parts for oil and gasoline apparatus.

(8) Cover glasses for the interior lighting of automobiles, such as side or dome lights, or for running board lights, excluding, however, any type of lens, and in addition cover lights for headlights, spotlights, ditch lights, cowl lights, stop and tail lights.

MacBeth-Evans Glass Company, by Geo. D. MacBeth, President. Hartford-Empire Company, by F. Goodwin Smith, President.

GOVERNMENT EXHIBIT No. H5013

HARTFORD-EMPIRE COMPANY

Glass Working Machinery

HARTFORD, CONN.

CABLE ADDRESS:
EMHART

LEGAL DEPARTMENT

PROPERTY OF
HARTFORD-EMPIRE COMPANY
Must Be Kept In Vault
VAULT NO.

November 21, 1932

Mr. George D. Macbeth
Macbeth-Evans Glass Company
Charleroi, Pennsylvania

Dear Mr. Macbeth:

Macbeth-Evans Glass Company
Charleroi, Pennsylvania

Dear Mr. Macbeth:

Following Mr. Pease's letter to you of November 15th giving our permission to you to add to your Licenses pastemold lamp chimneys and drinking tumblers and glass tile and brick, this letter is intended to be the legal amendment to your Licenses and Leases.

It also seems advisable at this time to incorporate into one schedule all of the amendments to your Licenses and Leases which have been made since their execution originally.

Hartford-Empire Company and Macbeth-Evans Glass Company, therefore, agree that the following Schedule C shall be in place of and shall supersede the Schedule C in Licenses and Leases Nos. -

HSF-174	dated	June	29,	1929
HSF-175	"	"	"	"
HSF-176	"	"	"	"
HSF-177	"	"	"	"
HSF-215	"	Sept.	18,	1930
HSF-222	"	March	18,	1931

as amended by letters dated November 5, 1929, March 7, 1930, June 17, 1930, February 9, 1932 and July 28, 1932 -

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SPECIFICATION OF GLASSWARE WHICH CAN BE MADE

PERMITTED WARE

The ware to be produced hereunder shall comprise (except as expressly excluded below under "Exclusions") all the articles named under this heading of Permitted Ware and made of the compositions of glass now commonly used for such articles, whether flint, blue, red, amber, pink, green or opal, and not exceeding One hundred twenty-eight (128) ounces in weight.

(1) Hot Mold Tumblers, provided that the total production of said hot mold tumblers shall not exceed One hundred fifty thousand (150,000) gross per year on all machines under license and lease from the Licensor to the Licensee.

(2) Paste-mold Tumblers

Said tumblers, whether hot mold or paste mold, shall be made and sold only for drinking purposes, and not for containers or package purposes.

(3) Shades and Ball Globes to be used in connection with electric, gas and kerosene lighting, excluding, however, lantern globes.

(4) Tableware of the following classes: plates, such as salad, dinner, service, cake and butter plates, and the like; dishes, such as dessert, nappie, berry and ice-box dishes, and the like; pitchers, such as cream, water and iced tea pitchers, and the like; cups, such as tea, bullion, and sherbet cups, and the like; saucers; bowls, such as sugar, fruit and berry bowls, and the like; trays, such as service and ash trays, and the like; coasters; salt and pepper shakers; carafes and water bottles. None of the above classes, however, include containers, to-wit, articles intended and adapted for packages for storage and sale of goods, or for transportation of goods.

(5) Vases and Lamp Bases

(6) Covers for Electrical Household Meters

9320

(7) Radio Aerial Insulators

(8) Glass Cylinders and Gascolators used in connection with lubricators, or forming parts for oil and gasoline apparatus.

(9) Cover Lights for the interior lighting of automobiles, such as side or dome lights, or for running board lights, excluding, however, any type of lens, and excluding in addition cover lights for headlights, spotlights, ditch lights, cowl lights, stop and tail lights.

(10) Rolling Pins

(11) Pressed Jelly Molds, not including, however, packers containers or household jelly glasses.

(12) Containers for Cosmetics and Ointments only when made from opal, whether white or colored. Said containers may be either blown, pressed and blown or pressed, and the term "containers" shall be defined as in paragraph 3 above.

(13) Dishes for Insecticides

(14) Fuses when made from ordinary glasses

(15) Paste Mold Lamp Chimneys

(16) Brick and Tile to be used for building construction purposes.

EXCLUSIONS

The following articles are expressly excluded and shall not be produced under this license:

(a) Bulbs and tubing and cane all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes.

(b) Signal and optical ware.

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(c) Ware intended and adapted for use where the heat resistance, physical strength, chemical resistance or electrical properties of such ware are of substantial value, provided such ware is made from glass having a linear coefficient of thermal expansion of less than .000006 per degree Centigrade, or containing more than five per cent boric oxide, or having an electric strength or thermal endurance or chemical resistance higher than a glass containing 80% silica; 10% sodium oxide; 5% boric oxide and 5% calcium oxide.

(d) Ware intended and adapted for holding food in the process of cooking or sterilizing, other than ware intended and adapted for packages for storage and sale of goods or for transportation of goods.

(e) Mold-blown articles of glass in so far as the same are or may be used for electrical purposes or in connection with electric illumination, except as hereinbefore permitted by paragraphs 3, 5, 6, 7, 9 and 14 under Permitted Ware.

(f) Ware which is pressed and not blown, except as hereinbefore permitted by paragraphs 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 16 under Permitted Ware.

(g) Milk bottles and nursing bottles.

(h) Fruit jars; lantern globes; vault lights; battery jars and battery containers; fish globes; display jars; tablet jars; insulators, except as hereinbefore permitted by paragraph 7 under Permitted Ware; and drawn tube and cane.

(i) Marbles and Lithographers balls.

(j) Vacuum bottles.

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This amendment shall take effect as of the date of your concurrence in the form noted below.

Very truly yours,

HARTFORD-EMPIRE COMPANY

By _____
Secretary

Charleroi, Pennsylvania, ~~November~~ December 21st, 1932

Macbeth-Evans Glass Company concurs in and agrees to the foregoing amendment.

MACBETH-EVANS GLASS COMPANY

By Geo L Macbeth

ATS:RLB 19582-19603

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[fol. 19604] Schedule C

Annexed to License and Lease No. H S F-226, Dated December 14, 1931

Specification of Glassware Which May Be Made

Permitted Ware

The ware to be produced hereunder shall comprise (except as expressly excluded below under "Exclusions") all the articles named under this heading of Permitted Ware and made of the compositions of glass now commonly used for such articles, and of any color (but excluding opal), and not exceeding One hundred twenty-eight (128) ounces in weight.

1. *Blown Drinking Tumblers*—Provided that the total production of blown drinking tumblers shall not exceed Eighty-five thousand (85,000) Gross in any one calendar year on all feeders under license from the Licensor to the Licensee.

2. *Pressed Drinking Tumblers*—Provided that the total production of said pressed drinking tumblers shall not exceed One hundred thousand (100,000) gross in any one calendar year on all feeders under license from the Licensor to the Licensee.

Said drinking tumblers, whether Blown or Pressed, shall conform in types of finish to those commonly used for drinking tumblers, and shall have no seat, ring shoulder nor finish specifically designed or adapted for a seal or closure.

Said blown drinking tumblers must be blown from a pre-pressed blank in an iron mold, and no paste may be used in the blow mold and the glass forming such tumblers shall not be turned in the blow mold nor the blow mold turned on said glass.

[fols. 19605-19608] 3. *Percolator Tops*

4. *Tableware*—Including such articles as stemware, footed sundaes, nappies, coasters, sugar bowls, creamers, butter dishes, pitchers, mugs, handled custards, salt and pepper shakers, ice buckets, and articles of a similar nature intended for table use.

5. *Kitchen Ware*—Including such articles as orange and lemon reamers, refrigerator jars and dishes, mustard cups, measuring cups, butter jars, and articles of a similar nature intended for kitchen use.

None of the articles under "Tableware" and "Kitchen Ware", however, shall be made as containers, that is, articles intended and adapted for packages for storage and for sale of goods, or for the transportation of goods.

6. *Miscellaneous*—Ash trays, furniture casters, lamp bases, vases, fish globes, candlesticks, cookie jars, candy jars (used to contain candy from which it may be served), display jars (used to contain articles for display in stores).

7. *Covers*—for any of the articles under "Tableware", "Kitchen Ware" and "Miscellaneous".

(Here follow 4 photolithographs side folios 19609-19612-19613)

GOVERNMENT EXHIBIT No. H5016

HARTFORD-EMPIRE COMPANY

HARTFORD, CONNECTICUT

CABLE ADDRESS "EMHART"

13

PLEASE REFER TO
LEGAL DEPARTMENT

November 23, 1939

Bartlett-Collins Company
Sapulpa, Oklahoma

Attention: E. E. Bartlett, Secretary

Gentlemen:

In order to revise the field of ware in your feeder contracts in accordance with the letter of Mr. A. L. Pease dated November 9, it is hereby agreed that Schedule C, under the heading "Permitted Ware" of the licenses and leases listed below, shall be rewritten as follows:

SPECIFICATION OF GLASSWARE WHICH MAY BE MADE
PERMITTED WARE

The ware to be produced hereunder shall comprise only the articles named under this heading of Permitted Ware and made of the compositions of glass now commonly used for such articles, and of any color, and not exceeding one hundred twenty-eight (128) ounces in weight.

1. Drinking Tumblers and Packers Tumblers, either iron mold or paste mold type, and which may be either pressed, pressed and blown or blown, but which shall conform in type of finish to those commonly used for drinking tumblers.

The ware to be produced hereunder shall comprise only the articles named under this heading of Permitted Ware and made of the compositions of glass now commonly used for such articles, and of any color, and not exceeding one hundred twenty-eight (128) ounces in weight.

1. Drinking Tumblers and Packers Tumblers, either iron mold or paste mold type, and which may be either pressed, pressed and blown or blown, but which shall conform in type of finish to those commonly used for drinking tumblers.

2. Percolator tops.

3. Tableware.

4. Kitchenware.

5. Miscellaneous non-containers - ashtrays, furniture casters, lamp bases, vases, fish-globes, candlesticks, cookie jars, candy jars (used to contain candy from which it may be served), display jars and tablet jars (used to contain articles for display in stores).

6. Covers for any of the articles under tableware, kitchenware and miscellaneous non-containers.

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7. Lantern globes (excluding, however, lantern globes of the bulls-eye type).

8. Lamp chimneys.

Inasmuch as tablet jars and lamp chimneys are included above under "Permitted Ware", it is agreed that these items shall be cancelled under Item (h) under the heading "Exclusions" of Schedule C in each of the following licenses and leases. The exclusions conform to the Permitted Ware in all other respects.

The above amendment shall apply to the following licenses and leases:

HSF-226 - dated December 14, 1931
HSF-228 - dated December 19, 1932
HSF-241 - dated November 2, 1933
HSF-242 - dated November 2, 1933
HSF-316 - dated July 26, 1935
HSF-355 - dated February 6, 1937

Would you be good enough to sign both copies of this letter in the space provided below and return one copy to us.

Very truly yours,

HARTFORD-EMPIRE COMPANY

By Arthur T. Safford Jr.
Secretary

Sapulpa, Oklahoma
November ____ 1939

Bartlett-Collins Company agrees to and concurs in the foregoing.

BARTLETT-COLLINS COMPANY

By E. W. Bartlett
Secy-Treas.

JRH:O

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GOVERNMENT EXHIBIT No. H5024

HARTFORD-EMPIRE COMPANY

HARTFORD, CONNECTICUT

CABLE ADDRESS "EMHART"

ROBSON D. BROWN
VICE PRESIDENT AND
PATENT COUNSEL

2155

PROPERTY OF
HARTFORD-EMPIRE COMPANY
TRULY RO 4-Dec. 19-

May 10, 1937

Ball Bros. Company
Muncie, Indiana

Gentlemen:

You have been advised that forming machines built by Lynch Corporation under patents of Hartford-Empire Company, in accordance with a license contract between Lynch Corporation and Hartford-Empire Company, have forming machine licenses issued by Hartford-Empire Company to cover them. You, however, have expressed your unwillingness to enter into such licenses, even though they manifestly offer you additional protection from possible infringement suits which you do not now have.

If this is still your position, we are willing to waive the usual execution of formal licenses for any forming machines covered by any of our patents which you may wish to obtain from the Lynch Corporation, and we are further willing to state, as to each such machine, that so long as all the glassware made on that machine has royalties paid for its manufacture under the terms of a contract licensing a feeder to you by Hartford-Empire Company, you may consider that you have a license from us for the forming machine, free from additional royalty for such use; provided it is understood and agreed that if and when such machine is ever used otherwise, we expressly reserve the right to then exercise any legal rights which we may then have, by reason of owning or controlling

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HARTFORD-EMPIRE COMPANY

patents relating to such forming machine. It is to be further understood and agreed that you are to be free to defend or otherwise oppose any suit or other claim which we may so make in respect to such machine, to the same extent as if you had then newly acquired the machine and as if you had never used it with a feeder licensed by us; and that, in the event of such a suit or other claim, neither you nor we shall be estopped or otherwise prejudiced by any lapse of time occurring before the filing of such suit or the making of such claim.

Very truly yours,

HARTFORD-EMPIRE COMPANY

By Arthur T. Safford Jr.
Secretary

We agree to the foregoing.

BALL BROTHERS COMPANY

By Edmund K. Ball

19612-19613

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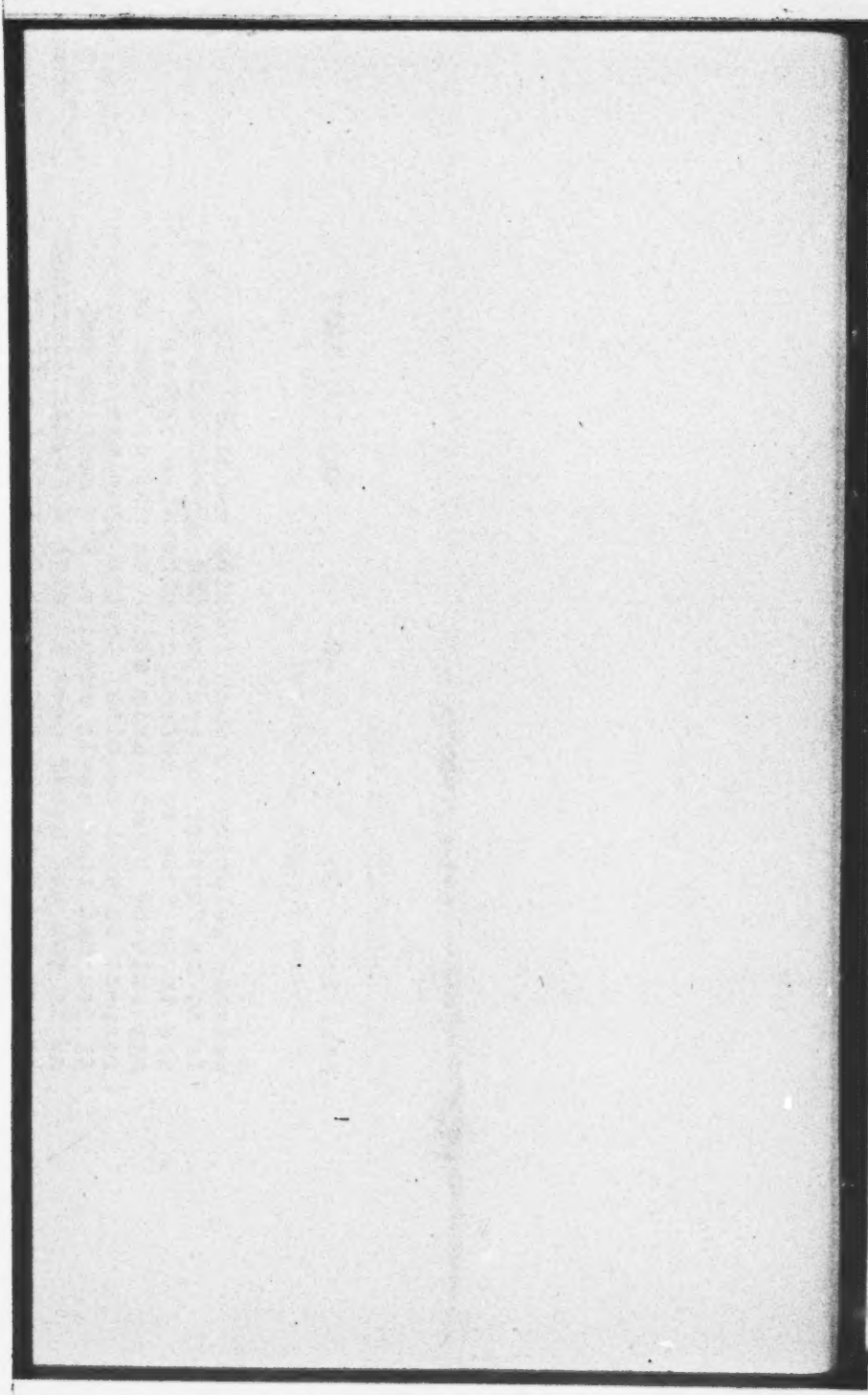

[fol. 19614] DEFENDANT'S EXHIBIT No. H-5026

Agreement Amending General Feeder License Agreement Between Hartford-Empire Company and Ball Brothers Company

Agreement made and entered into as of the 1st day of August, 1940, between Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut (hereinafter called "Hartford") and Ball Brothers Company, a corporation of Indiana, having its principal place of business at Muncie, Indiana (hereinafter called "Ball").

Whereas Hartford and Ball entered into a "General Feeder License Agreement" dated March 25, 1933, wherein, in Section 2 of Article II, entitled "Covenant as to Residual Fruit Jar Rights", Hartford agreed that if Ball should make certain payments specified in Section 3 of Article II of said Agreement (which payments Ball has since made), Hartford would not thereafter, during the continuance of [fol. 19615] said Agreement, grant to any person, firm or corporation, other than Ball, any further license or right to use in continental United States, for the making of fruit jars for domestic (household) use, any apparatus and/or method for dropping mold charges of molten glass into molds, etc.; and

Whereas Hartford desires that the said General Feeder License Agreement dated March 25, 1933 be amended by canceling therefrom the said Sections 2 and 3 of Article II; and Hartford also desires that certain other amendments be made in said General Feeder License Agreement, which other amendments are rendered appropriate by such cancellation of said Sections 2 and 3 of Article II; and

Whereas Ball is willing that the said General Feeder License Agreement be so amended; and Ball desires that certain further amendments be made in said General Feeder License Agreement in order to extend Ball's rights under said Agreement;

Now, Therefore, in consideration of the premises, and of the covenants hereinafter recited, the parties hereby agree as follows:

[fol. 19616] Section 1—Cancellation of Sections 2 and 3 of Article II. Sections 2 and 3 of Article II of the said General Feeder License Agreement between Hartford and Ball,

dated March 25, 1933, said sections being respectively entitled "Covenant as to Residual Fruit Jar Rights" and "Minimum Payments", are hereby canceled. From and after the date of this present Agreement, Hartford shall have the right to grant licenses under any or all of Hartford's patent rights for the making of fruit jars for domestic (household) use, notwithstanding anything now or heretofore contained in said General Feeder License Agreement dated March 25, 1933.

Section 2—Payment by Hartford to Ball. In consideration of the relinquishment by Ball of the "residual fruit jar rights" heretofore held by Ball under the provisions of said Sections 2 and 3 of Article II of said General Feeder License Agreement, Hartford agrees to pay to Ball the sum of Four Hundred Twenty-five Thousand Dollars ($425,000.), payable as follows:

One Hundred Thousand Dollars ($100,000.) upon the execution of this Agreement, and

[fol. 19617] Three Hundred Twenty-five Thousand Dollars ($325,000.) payable at Ball's option, either (a) on or before December 31, 1940 or (b) in such installments and/or at such later time or times as Ball may elect in writing on or before December 1, 1940.

Section 3—Amendment of Section 2 of Article III. Section 2 of Article II of said General Feeder License Agreement, entitled "Place and Nature of Use", is hereby amended by canceling the second paragraph thereof beginning "it is expressly understood and agreed, etc.".

Section 4—Amendment of Section 7 of Article III. Section 7 of Article III of said General Feeder License Agreement, entitled "Minimum Royalty" is hereby amended by canceling the whole of said Section 7 and by inserting in lieu thereof the following:

Section 7—Minimum Royalty.

(a) Except as provided below in Paragraph (b) of this Section 7, Ball shall pay in royalties a minimum royalty per year of Fifteen Hundred Dollars ($1500.) multiplied by the number of feeders licensed under this General Feeder License Agreement during such year, which royalty

[fol. 19618] shall be payable in New York funds on or before the fifteenth (15th) day of January for the year last preceding during the entire term of this General Feeder License Agreement, subject to the Provisions of Article III, Section 16.

The first and last payments of the minimum royalty shall be prorated according to the number of months during which such minimum royalty shall have actually been accruing in the first and last calendar years respectively.

(b) Ball shall be relieved of all obligations for minimum royalties for any calendar year in which Ball shall pay to Hartford, on ware produced, a sum not less than the total of all the minimum royalties payable for that year on all feeders licensed under this General Feeder License Agreement.

Section 5—Cancellation of Section 3 of Article I. Section 3 of Article I of the said General Feeder License Agreement, entitled "Future Status of Ball's Inventions" is hereby canceled.

[fol. 19619] Section 6—Amendment of Section 8 of Article III. Section 8 of Article III of said General Feeder License Agreement, entitled "Prohibition of Assignment" is hereby amended as follows:

(1) In line 13, by canceling the words "patent rights or"

(2) In line 14, by changing "Sections 3 and 4" to —Section 4—

Section 7—Cancellation of Schedule B. Schedule B annexed to said General Feeder License Agreement, entitled "List of Ball Brothers Company United States Patents" is hereby canceled.

Section 8—Cancellation of Schedule C. Schedule C annexed to said General Feeder License Agreement, entitled "Outstanding Licenses of Hartford for Fruit Jars for Domestic (Household) Use", is hereby canceled.

Section 9—Amendment of Schedule D. Schedule D annexed to said General Feeder License Agreement is hereby amended by canceling the whole of said Schedule D and substituting in lieu thereof the following:

[fol. 19620] —Amended Schedule D

(Dated August 1, 1940)

Annexed to General Feeder License Agreement Between Hartford-Empire Company and Ball Brothers Company, dated March 25, 1933.

Specification of Glassware Which May Be Made

Permitted Ware

The ware to be produced hereunder shall comprise any and all articles of glassware except such as are identified in this Schedule D under the heading "Exclusions".

Exclusions

The following articles are expressly excluded and shall not be produced under this General Feeder License Agreement.

(1) Bulbs and tubing and cane, all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes.

(2) Drawn tubing and cane.

(3) Vacuum bottles comprising any bottles, jars, jugs and/or carafes containing or consisting of a glass filler constructed of an inner cylinder enclosed within an outer cylinder with a substantial vacuum between the two cylinders.—

[fol. 19621] Section 10—Amendment of Royalty Schedule E. Schedule E of said General Feeder License Agreement entitled "Rates of Royalty" is hereby amended by canceling the whole of said Schedule E and inserting in lieu thereof the following:

—Amended Schedule E

(Dated August 1, 1940)

Annexed to General Feeder License Agreement Between Hartford-Empire Company and Ball Brothers Company, dated March 25, 1933.

Rates of Royalty

The weights below specified are the weights of the finished articles.

[fol. 19622]

	Blown or Pressed & Blown Per Gross	Purely Pressed* Per Gross
½ oz. wt. and under	7½¢	7½¢
Over ½ oz. wt. and not exceeding 1 oz. wt.	8	7½
Over 1 oz. wt. and not exceeding 1½ "	9	7½
Over 1½ oz. wt. and not exceeding 2 "	10	7½
Over 2 oz. wt. and not exceeding 4 "	11	8¼
Over 4 oz. wt. and not exceeding 8 "	12	9
Over 8 oz. wt. and not exceeding 12 "	13	9¾
Over 12 oz. wt. and not exceeding 13 "	14	10½
Over 13 oz. wt. and not exceeding 16 "	15	11¼
Over 16 oz. wt. and not exceeding 20 "	16	12
Over 20 oz. wt. and not exceeding 26 "	18	13½
Over 26 oz. wt. and not exceeding 30 "	21	15¾
	Per Pound	Per Pound
Over 30 oz. wt. and not exceeding 96 oz. wt.	1/12¢	1/16¢
Over 96 oz. wt.	1/6	1/8

*Purely Pressed, that is, produced by an operation which consists solely of pressing without the intervention of any air in the mold for the purpose of changing the shape of the article to be produced.

Ball shall from time to time desire. Such feeders, machines, lehrs, stackers and conveyors may be of present types, including improvements thereon, or of such future types as Hartford may license and lease to others. The license fees for such equipment and the royalties or rentals for the use thereof shall be those established as standard by Hartford at the time when Licensee acquires equipment. The rights granted to Ball by this Section 11 are in addition to the right, granted to Ball by Section 18 of said General Feeder License Agreement, to acquire Hartford Single Feeders.

Section 12—Reaffirmation of General Feeder License Agreement. Except as hereinabove amended, the said

The royalty on all fruit jars up to and including one-half gallon capacity shall be Twelve Cents (12¢) per gross.

Section 11—Additional Equipment. Hartford hereby grants to Ball the right, so long as said General Feeder License Agreement is in effect, to take on license and lease from Hartford such numbers of Hartford Single Feeders, Hartford Individual Section Machines, Hartford Lehrs, [fol. 19623] Hartford Stackers and Hartford Conveyors as

General Feeder License Agreement between Hartford and Ball, dated March 25, 1933, is hereby reaffirmed, ratified and continued in full force and effect.

Section 13—Releases. Hartford and Ball each hereby releases the other from any and all claims and demands, in law or equity, arising at any time out of representations heretofore made by either Hartford or Ball to the other, or [fols. 19624-19625] otherwise arising, prior to the date of this present Agreement, in connection with said General Feeder License Agreement dated March 25, 1933.

In Witness Whereof the parties have hereunto set their hands and seals, acting herein by their respective officers duly authorized so to do.

Hartford-Empire Company, by Robson D. Brown, Vice President. (Seal.)

Attest: Arthur T. Safford, Jr., Secretary.

Ball Brothers Company, by F. E. Ball, President. (Seal.)

Attest: F. J. Petty, Secretary.

[fol. 19626] Defendant's Exhibit No. H-5027

Agreement Between Hartford-Empire Company and Lynch Corporation

This Agreement dated this 18th day of September, 1940, by and between Hartford-Empire Company, a corporation of the State of Delaware, having its principal place of business at Hartford, Connecticut (hereinafter called "Hartford"), and Lynch Corporation, a corporation of the State of Indiana, having its principal place of business at Anderson, Indiana, (hereinafter called "Lynch"),

Witnesseth That

Whereas on August 23, 1933 the parties hereto entered into a certain Agreement (hereinafter termed "Forming Machine Agreement"), relating to patent rights then owned and controlled by the parties and applicable to glass forming machines, and entered into an additional agreement (hereinafter referred to as "Additional Agreement") relating to delivery devices, take-outs and conveyors, and

[fol. 19627] Whereas the said Forming Machine Agreement has been amended by agreements of February 2, 1934 and November 12, 1938, and

Whereas the parties desire to terminate said Agreements and to enter into other arrangements with respect to the patent rights of the parties,

Now, Therefore, for and in consideration of the mutual covenants herein contained, and other good and valuable considerations, the parties have agreed as follows:

Section 1—The Forming Machine Agreement, the Additional Agreement and all amendments thereto heretofore made are hereby terminated as of the date of the execution of this Agreement, provided, however, that such termination shall in no wise affect the rights of the parties or their purchasers, lessees and licensees in and to machines or devices heretofore made, sold or leased under the said terminated agreements.

Section 2—Definitions. Certain terms herein used are defined as follows:

(a) "Forming Machines" shall comprise all of those types of glass forming machines to which the glass is fed from a feeder, including those machines fed by charges [fol. 19628] gathered by suction or otherwise into a cup, not a mold and then delivered as a charge into a mold. The term shall also include delivery devices, i. e., chutes, funnels, guides and similar means for conveying, directing and guiding charges of glass in their passage from a feeder to a forming mold; takeouts, i. e., mechanisms for removing finished articles of glassware from forming machine molds and delivering them to a conveyor or receiver; and conveyors, i. e., conveying means, other than lehr conveyors, which receive finished glassware immediately from a takeout, as above defined.

The term shall not include forming machines in which charges are supplied by drawing the glass by suction into molds, nor shall it include any mechanism which acts upon the glass at any time prior to its separation from the parent mass by the severing means of the feeder.

(b) "Forming Machine Inventions" shall comprise United States rights in and to any and all inventions, applications and patents in existence on August 23, 1933, in which

either party has a right which is capable of transference in whole or in part, when such inventions are employed in methods of and apparatus for forming glass in "forming machines".

[fol. 19629] (c) "Licensed Forming Machine Inventions" shall comprise any and all of the Hartford and Lynch forming machine inventions, as above defined, excluding, however, the Hartford inventions hereinafter defined as "Excepted Inventions" and "Plunger Settle Inventions". Schedules A and B attached hereto and made a part hereof are lists of patents of Hartford and Lynch respectively, for inventions which may fall under the definition of Licensed Forming Machine Inventions. It is recognized that such schedules may not be complete.

(d) "Excepted Inventions" shall comprise Hartford inventions relating to methods of and apparatus for forming glass when used in a forming machine employing a stationary mold carrying frame or mold carrier. The term shall also comprise Hartford inventions when used in any machine of any type which embodies means for or is capable of practicing any method including an overlapping of the operations of final glowing of a blank with reheat of a succeeding blank formed in the same blank mold and/or when used in any machine in which three charges of glass fed to the same blank mold are in the machine at the same time, unless such inventions are embodied in a rotary machine having twice as many blow molds as blank molds, and [fol. 19630] in which machine substantially all of the reheat of each parison takes place while the parison is so supported that it is within the cavity of a closed mold or in a position relative to an open mold such that it would be enclosed within the cavity of such last-named mold were that mold closed.

(e) "Plunger Settle Inventions" shall comprise Hartford's United States rights in inventions, applications and patents existing August 23, 1933 and relating to methods of and apparatus for applying pressure to a charge of glass received in a parison or blank mold of a forming machine (whether the pressure is applied or created by plunger, air and/or vacuum) whereby an elongated cavity is formed in the end of the charge, such cavity being thereafter removed or reduced in the process of counterblowing the pari-

son. Patents on inventions included in this definition are listed in Schedule C attached hereto and made a part hereof. It is recognized that such schedule may not be complete.

Section 3—License to Hartford under Lynch Forming Machine Inventions. Lynch grants to Hartford a non-exclusive license under Lynch licensed forming machine in- [fol. 19631] ventions to make for itself or have made for it, to sell and lease forming machines of designs made or acquired by Hartford and embodying Lynch Licensed Forming Machine Inventions and to license others to use, but not to make and/or sell, any forming machines embodying Lynch Licensed Forming Machine Inventions.

Provided, that neither the grant herein to Hartford of the right to license others to use said inventions, nor any sub-license granted by Hartford thereunder, shall be extended by implication under any circumstances to include a right in Hartford's sub-licensee to make any forming machine embodying Lynch licensed forming machine inventions.

Section 4—License to Lynch under Hartford Licensed Forming Machine Inventions. Hartford grants to Lynch a non-exclusive license under Hartford licensed Forming Machine Inventions to make and sell, and license others to use but not to make and/or sell forming machines of designs made or acquired by Lynch and embodying Hartford Licensed Forming Machine Inventions.

Lynch agrees to pay to Hartford a royalty of $100.00 upon each machine made and sold by it in the United States and embodying any of Hartford's Licensed Forming Machine [fol. 19632] Inventions, and, upon each such machine of design hereafter made or acquired by Lynch embodying invention over its present designs to pay an additional royalty, not to exceed $400.00 to be agreed upon by the parties hereto. If the parties fail to agree upon the amount of such additional royalty, the same shall be determined by arbitration in accordance with Section 11 hereof. In determining the amount of such additional royalty, consideration shall be given to the factors of productivity, ware quality and economic advantage of the new design as compared to the Lynch machines of present design.

Said royalty is payable within sixty (60) days from date of delivery to purchaser.

Section 5—Duplication of Machines. Hartford and Lynch agree that neither of them will substantially duplicate

the designs of the other in their commercialization of forming machines embodying licensed forming machine inventions.

Section 6—License to Lynch under Plunger Settle Inventions. Hartford hereby grants to Lynch a non-exclusive license under the plunger settled inventions as hereinbefore defined to make attachments to existing Lynch machines of the types set forth in Section 4 hereof, and to embody such [fol. 19633] inventions in additional Lynch machines of such types.

Lynch shall pay to Hartford a royalty of $100. for the use of said inventions on each attachment or embodiment of the invention in its machines. Such royalty shall be payable by Lynch to Hartford within sixty (60) days from the date of shipment of each attachment or machine embodying said plunger settle inventions.

Section 7—License from Lynch to Hartford for Lehr Stackers. Lynch grants to Hartford a non-exclusive license to make, use, sell and lease, and to license others to use, within the United States each and every invention in existence on August 23, 1933, in which Lynch has a right capable of transference either in whole or in part, when such invention is embodied in methods or apparatus of Hartford's design for handling glassware between a conveyor, receiver or other means on the one hand and a lehr on the other. The license granted by this Section shall be without royalty.

Section 8—Term. This Agreement and the licenses hereinabove granted by Hartford to Lynch and by Lynch to Hartford shall extend until February 20, 1951.

[fol. 19634] Section 9—Release for Past Infringement. Hartford and Lynch each hereby releases the other from any claim of infringement of its patents on licensed forming machine inventions arising out of the manufacture, sale, lease or use, prior to August 23, 1933, of any forming machine of the other party hereto.

Section 10—Validity of Patents. Each party hereby agrees that, as long as the license to it remains in force, it will not dispute the validity of the patents under which it is licensed by this Agreement, so far as these patents apply to the methods and apparatus licensed to it hereunder.

Section 11—Arbitration. All disputes between the parties relating to the presence or absence of a licensed invention in any machine, or otherwise arising under this Agreement, shall be finally determined by arbitration in accordance with the Rules of the American Arbitration Association, and the award may be enforced in any Court of competent jurisdiction.

Section 12—Binding on Successors. This Agreement and the licenses herein granted shall extend to and be binding upon the successors of the entire business of the parties, but shall not otherwise be transferable.

[fol. 19635] Section 13—Revocation on Bankruptcy. In the event that either of the parties hereto shall be declared bankrupt, or shall have a receiver appointed over it after notice and hearing, and such appointment be not vacated in ninety (90) days, or shall make any assignment for the benefit of creditors, the other of said parties shall be entitled to revoke this Agreement and any license issued hereunder, by giving written notice to such party. Provided, however, that the licenses herein granted shall continue, as to any machine licensed thereunder during the continuation of this Agreement, to the end of the term specified in Section 8.

[fol. 19636] In Witness Whereof the parties hereto have set their hands and seals by their officers duly authorized thereunto, this 18th day of September, 1940.

Hartford-Empire Company, by Robson D. Brown, Vice President. (Seal.)

Attest: Arthur T. Safford, Jr., Secretary.

Lynch Corporation, by T. C. Werbe, President. (Seal.)

Attest: J. L. Watts, Secretary.

[fols. 19637-19645] Schedule A

Attached to and made a part of Agreement between Hartford-Empire Company and Lynch Corporation, dated September—, 1940, being a list of Hartford's Licensed Forming Machine Inventions.

It is recognized that this list may not be complete:

* * * * * * *

Note: Remainder of Schedule A is a list of patents.

[fol. 19646] Schedule B

Attached to and made a part of Agreement between Hartford-Empire Company and Lynch Corporation, dated September —, 1940, being a list of Lynch's Licensed Forming Machine Inventions.

It is recognized that this list may not be complete.

• • • • • • •

Also all patents acquired by Lynch from the Miller Machine and Mold Company, of Columbus, Ohio.

[fols. 19647-19648] Schedule C

Attached to and made a part of Agreement between Hartford-Empire Company and Lynch Corporation, dated September —, 1940, being a list of Hartford's Plunger Settle Inventions.

It is recognized that this list may not be complete.

• • • • • • •

[fol. 19649] Defendant's Exhibit No. H-5028

Amended Feeder License from Lynch Corporation to Hartford-Empire Company

Whereas on the 23rd day of August, 1933, Hartford-Empire Company, a corporation of the State of Delaware, having its principal place of business at Hartford, Connecticut (hereinafter called "Hartford") and Lynch Corporation, a corporation of the State of Indiana, having its principal place of business at Anderson, Indiana (hereinafter called "Lynch"), entered into a certain Feeder License, and

Whereas the parties desire to amend and modify that Agreement in certain particulars,

Now, Therefore, for and in consideration of the premises and the sum of $10.00 and other good and valuable considerations paid by Lynch to Hartford-Empire Company, the parties have agreed as follows:

The aforesaid Feeder License, dated August 23, 1933, is hereby affirmed as amended in the following particulars:

[fols. 19650-19651] A. Cancel Section 2 and substitute therefor the following:

"*Section 2—License to Hartford.* Lynch grants to Hartford a non-exclusive license to make, use and sell, and to license others to make, use and sell, each and every said feeder invention.

"The license hereby granted shall be limited to the United States, shall be without royalty and as to each invention, shall extend for the full term of any U. S. patent to be issued therefor."

B. Cancel Sections 5 and 6.

In Witness Whereof the parties hereto have hereunto set their hands and seals this 18th day of September, 1940.

Hartford-Empire Company, by Robson D. Brown, Vice President. (Seal.)

Attest: Arthur T. Safford, Jr., Secretary.

Lynch Corporation, by T. C. Werbe, President. (Seal.)

Attest: J. L. Watts, Secretary.

[fol. 19652] DEFENDANT'S EXHIBIT No. H-5029

Assignment

Hartford-Empire Company to Corning Glass Works

Hartford-Empire Company, a Delaware corporation having its business office at Hartford, Connecticut, in consideration of the sum of One Dollar ($1.00) and other valuable considerations received by it to its full satisfaction from Corning Glass Works, a New York corporation with its principal place of business at Corning, New York, hereby sells, assigns, transfers and sets over unto the said Corning Glass Works, its successors and assigns, the entire right, title and interest of said Hartford-Empire Company in and to each and all of three certain Letters Patent of the United States identified as follows:

Patent No.	*Date*	*Inventor*
1,574,736	Feb. 23, 1926	Peiler
1,592,299	July 13, 1926	Howard
Re. 19439	Jan. 22, 1935	Smith

(Original 1,896,870, dated Feb. 7, 1933)

[fols. 19653-19654] together with any and all reissues and extensions thereof, and the entire right in the United States in and to any and all inventions described and claimed in said Letters Patent.

Signed at Hartford, Connecticut, this 23d day of September, 1940.

Hartford-Empire Company, by Robson D. Brown, Vice President. (Seal.)

Attest: Arthur T. Safford, Jr., Secretary.

[fol. 19655] DEFENDANT'S EXHIBIT No. H-5030

Agreement

Made as of September 23rd, 1940, by Hartford-Empire Company, a Delaware corporation, Corning Glass Works, a New York corporation, and Empire Machine Company, a Maine corporation,

Witnesseth

Whereas, Empire Machine Company and Hartford-Fairmont Company made an agreement dated June 30, 1916; and

Whereas, Empire Machine Company and Corning Glass Works made an agreement dated June 8, 1922; and

Whereas, Corning Glass Works, Hartford-Fairmont Company, Empire Machine Company, and Hartford-Empire Company made an agreement dated October 6, 1922 entitled "Agreement Relating to Patent Rights and Formulas", which said agreement has from time to time been amended; and

Whereas, Hartford-Empire Company succeeded to all of the rights of Hartford-Fairmont Company under said agreements and said Hartford-Fairmont Company has since been dissolved; and

Whereas, Hartford-Empire Company is the owner of record of certain patents hereinafter referred to and known as "Peiler Punty", "Howard Auto-blow", and "Smith Reissue" in which Corning Glass Works has certain exclusive rights, which rights constitute practically the whole value thereof; and

Whereas, the parties hereto desire to cancel said three agreements and thereby cancel and terminate the existing

rights of each party in and to the inventions, applications, patents and devices owned by the other party and embodying said inventions or covered by said patents;

Now, Therefore, in consideration of the premises and of the mutual promises and obligations hereinafter set forth, the parties hereto promise and agree as follows:

(1) The parties hereto agree that said agreement dated June 30, 1916; said agreement dated June 8, 1922; and said "Agreement Relating to Patent Rights and Formulas" [fol. 19656] dated October 6, 1922, and all the amendments thereto be and the same hereby are, cancelled as of the date hereof, and all rights thereunder held by any party are relinquished and returned to the original grantor thereof.

(2) Hartford-Empire Company promises and agrees to Corning Glass Works the following sums on the following dates:

On September,	1941	$200,000
" "	1942	200,000
" "	1943	200,000
" "	1944	200,000
" "	1945	200,000
" "	1946	100,000
" "	1947	100,000
" "	1948	100,000
" "	1949	100,000
" "	1950	100,000

(3) Hartford-Empire Company promises to execute and deliver to Corning Glass Works an instrument or instruments assigning and conveying to Corning Glass Works title in and to the following patents:

Peiler Punty United States Patent #1,574,736, Issued Feb. 23, 1926;

Howard Auto-blow, U. S. Patent #1,592,299, Issued July 13, 1926;

Smith Reissue, U. S. Patent #Re 19,439 Issued Jan. 22, 1935 (Original #1,896,870, Issued Feb. 7, 1933).

(4) Hartford-Empire Company hereby releases Corning Glass Works and Empire Machine Company from any and all claims or obligations arising under said three agreements

or any amendments thereof, the terms of which have not heretofore been fully executed.

(5) Corning Glass Works hereby releases Hartford-Empire Company and Empire Machine Company from any and all claims or obligations arising under said three agreements or any amendments thereof, the terms of which have not heretofore been fully executed.

(6) Empire Machine Company hereby releases Corning Glass Works and Hartford-Empire Company from any and all claims or obligations arising under said three agree-
[fol. 19657] ments or any amendments thereof, the terms of which have not heretofore been fully executed.

(7) The parties hereto promise to execute and deliver to one another such other instrument or instruments as may be necessary to transfer or to make a record of the transfer of any or all rights transferred by this agreement.

In Testimony Whereof Hartford-Empire Company, Corning Glass Works and Empire Machine Company have caused this instrument to be executed by their respective officers thereunto duly authorized and have caused their corporate seals to be hereunto affixed as of the day and year above written.

Hartford-Empire Company, by F. Goodwin Smith, President.

Attest: Arthur T. Safford, Jr., Secretary.

Corning Glass Works, by Amory Houghton, President.

Attest: William H. Curtiss, Secretary.

Empire Machine Company, by Alexander D. Falck, President.

Attest: Henry Houghton, Secretary.

[fol. 19658] DEFENDANTS' EXHIBIT No. H 5031

Modification Agreement

Agreement made as of December 1, 1940, between Hartford-Empire Company, a Delaware corporation with its

chief office and place of business in the City of Hartford, Connecticut, and Corning Glass Works, a New York corporation with its chief office and place of business in the City of Corning, New York.

Whereas, Hartford-Empire Company, Corning Glass Works and Empire Machine Company made an agreement dated as of September 23, 1940, whereby certain agreements between the parties were cancelled, certain releases were given and certain payments and assignments were provided for, including payments from Hartford-Empire Company to Corning Glass Works; and

Whereas, the parties hereto desire to modify said agreement in respect to the payments to be made by Hartford-Empire Company to Corning Glass Works as provided in Section 2 of the original agreement;

Now, Therefore, in consideration of the mutual agreement of the parties hereto, this instrument

Witnesseth: That Section 2 of said agreement of September 23, 1940, providing for the payment of monies by Hartford-Empire Company to Corning Glass Works, shall be amended to read as follows:

"(2) Hartford-Empire Company promises and agrees to pay to Corning Glass Works the following sums on [fol. 19659] the following dates:

On September 30, 1941 —	$112,500
On September 30, 1942 —	112,500
On September 30, 1943 —	112,500
On September 30, 1944 —	112,500
On September 30, 1945 —	112,500
On September 30, 1946 —	112,500
On September 30, 1947 —	112,500
On September 30, 1948 —	112,500
On September 30, 1949 —	112,500
On September 30, 1950 —	112,500"

And that said agreement of September 23, 1940, as thus amended, is hereby in all respects ratified and confirmed.

In Witness Whereof, Hartford-Empire Company and Corning Glass Works have caused this instrument to be executed by their respective officers thereunto duly auth-

orized, and their corporate seals to be hereunto affixed and properly attested.

Hartford-Empire Company, by F. Goodwin Smith

Attest: Arthur T. Safford Jr., Secretary.

Corning Glass Works, by Amory Houghton, President.

Attest: William H. Curtiss, Secretary.

[fol. 19660] DEFENDANTS' EXHIBIT No. H 5032

License Agreement and Release of Exclusive Rights Hartford-Empire Company and The American Thermos Bottle Company

This Agreement made this 11th day of March, 1941 (to be effective as of December 31, 1940), by and between Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut, hereinafter called "Hartford," and The American Thermos Bottle Company, a corporation of Ohio, having its principal place of business at Norwich, Connecticut, hereinafter called "American Thermos."

Witnesseth:

That whereas there is outstanding between American Thermos and Hartford (assignee of the Empire Machine Company by instrument dated July 3, 1923) a certain License Agreement dated December 23, 1920 as extended by an agreement dated November 11, 1930, which agreement relates to the exclusive use of the so-called "E" Machine for the production of cylinders for thermos bottles;

Whereas there is likewise outstanding between said parties a certain Letter Agreement of April 19, 1932 (accepted by American Thermos April 11, 1932) relating to joint development by Hartford and American Thermos, [fol. 19661] which provides for the granting of exclusive licenses and other rights, each to the other;

Whereas, in connection with the trial installation of a Hartford Single Feeder and Individual Section Machine at the plant of American Thermos, Hartford agreed in two letter agreements, both dated January 30, 1939, to grant

to American Thermos the exclusive rights to use said feeder and machine for the production of cylinders for thermos bottles, provided that said feeder and machine should prove acceptable to American Thermos;

Whereas American Thermos has agreed to accept said feeder and said machine, their future use being covered by License and Lease No. HSF-449 and License and Lease HIS-152, executed contemporaneously herewith; and

Whereas Hartford and American Thermos desire to modify the rights and obligations contained in certain of said agreements;

Now, Therefore, in consideration of the premises, the parties hereby agree as follows:

Article I

Cancellations

Section 1—Cancellation of 1920 Agreement

Said License Agreement dated December 23, 1920, and extension thereof dated November 11, 1930, is hereby cancelled.

Section 2—Cancellation of Letter Agreements

The Letter Agreement of April 9, 1932, accepted by American Thermos April 11, 1932, is hereby cancelled. [fol. 19662] The Letter Agreements of January 30, 1939, relating to the trial and exclusive rights for the Hartford Single Feeder and Hartford Individual Section Machine are hereby cancelled.

Article II

License for "E" Machine

Section 1—Grant of License

Hartford hereby grants to American Thermos under United States Patents Nos. 1,551,936 and 1,551,933 the right to use the "E" Machine for the manufacture and sale in the United States cylinders (meaning thereby glass pistons, or cylinders for thermos bottles) and any or all other articles of glassware. Said license, unless sooner terminated in the manner hereinafter provided, shall extend to September 1, 1942.

Section 2—Acknowledgment of Validity

American Thermos agrees so long as this license remains in force it will not dispute the validity of said Letters Patent under which this license is granted, so far as these patents apply to the methods and machines which are hereby licensed to American Thermos.

Section 3—Royalties

American Thermos shall pay to Hartford during the term hereof royalties on all merchantable cylinders produced by or with the aid of the "E" Machine at the rates per piece for the respective sizes provided in Schedule A annexed hereto. Royalties for glassware other than cylin- [fol. 19663] ders produced by or with the aid of the "E" Machine shall be fixed by mutual agreement prior to the commencement of their manufacture. All of said royalties shall be payable monthly at Hartford's office on or before the 15th day of each month for and upon all merchantable glassware manufactured by American Theremos hereunder during the preceding calendar month.

Section 4—Accounting

American Thermos shall keep proper books of account during its entire operation hereunder, showing the number, kinds and sizes of glassware produced by said "E" Machine. Such books shall at all reasonable times be open to the inspection of Hartford or its duly authorized agents.

American Thermos shall on or before the 10th day of each month furnish to Hartford upon blanks provided by the latter proper certified detailed statements giving in itemized form all the data mentioned in this section so far as may be required by Hartford for the preceding calendar month.

Section 5—Minimum Royalties

American Thermos shall pay minimum royalties of not less than five hundred (500) dollars multiplied by the number of "E" Machines licensed hereunder to be payable on or before the fifteenth (15th) day of January for the year last preceding during the remainder of the term of the license granted hereunder.

Section 6—Revocation

In case American Thermos shall violate or fail to observe [fol. 19664] any obligation herein assumed or shall cause

the same to be violated, or if American Thermos shall become a bankrupt or a receiver shall be appointed for it, or if it makes any general transfer for the benefit of its creditors, Hartford shall have the right at its option to revoke and terminate absolutely this license upon giving notice to American Thermos of said revocation and of the cause thereof; the provisions of Article II of this agreement shall thereupon terminate at the expiration of thirty (30) days from the receipt of such notice, but no cancellation or revocation of this license shall release American Thermos from liability for any sums due Hartford at the time of such cancellation or for minimum royalties which accrue by reason of the conditions of this agreement.

In Witness Whereof, the parties have hereunto set their hands and seals, acting herein by their respective officers duly authorized therefor.

Hartford-Empire Company, by Alfred M. Pease, Assistant Treasurer.

In presence of John R. Hobson, Dorothy H. Luettgans.

The American Thermos Bottle Company, by A. R. Payson, President.

Edward H. Heilman, Helen A. Twomey.

[fols. 19665–19666] SCHEDULE A

Annexed to License Agreement and Release of Exclusive Rights

Royalty Rates for Cylinders

Inner and Outer ½ pints	.001	(0.1¢) per piece
Inner and outer 1 pints	.002	(0.2¢) per piece
Inner and outer 1½ pints	.003	(0.3¢) per piece
Inner and Outer 1 quarts	.004	(0.4¢) per piece
Sizes larger than 1 quarts	.005	(0.5¢) per piece

[fol. 19667] DEFENDANT'S EXHIBIT No. H-5033

Supplemental Agreement

between

Hartford-Empire Company

and

The Federal Glass Company

Agreement made this 4th day of March 1941 by and between Hartford-Empire Company, a Delaware Corporation

with its principal place of business at Hartford, Connecticut, hereinafter called "Licensor" and The Federal Glass Company, an Ohio Corporation with its principal place of business at Columbus, Ohio, hereinafter called "Licensee".

Whereas, Licensee holds from Licensor, under certain agreements and/or licenses and leases, certain equipment and the right of use thereof for the manufacture of specified glassware (said agreements and/or licenses and leases being specified in Schedule A annexed hereto); and

Whereas, Licensor and Licensee desire to modify said agreements and/or licenses and leases in certain respects as hereinbelow set forth:

Now, Therefore, in consideration of the premises and of other valuable considerations, Licensor and Licensee agree as follows:

[fols. 19668-19674] Section 1—Amendments of Ware Fields

(a) Each of said agreements and/or licenses and leases specified in Schedule A under the respective headings "Feeder Contracts" (excepting the Tucker and Reeves Agreements referred to in paragraph (b) hereof) and "Hartford Forming Machine Contracts" is hereby amended with respect to Schedule C thereof, entitled "Specification of Glassware which may be made. Permitted Ware" and with respect to the portion of said schedule entitled "Exclusions", by cancelling said Schedule C and said "Exclusions" and by substituting the following:

"Schedule C

"Specification of Glassware Which May Be Made
"Permitted Ware

"The ware to be produced hereunder shall consist of any and all articles of glassware."

(b) It is agreed that Schedule C, set forth in paragraph (a) above, defines all the ware which Licensee is henceforth permitted to make under its Tucker and Reeves License Agreements dated November 27, 1916 and July 17, 1924, and said Agreements are hereby modified accordingly—it being further agreed that the right to produce such permitted ware is non-exclusive, all prior exclusive rights of Licensee

to produce certain types of glassware on the Tucker and Reeves Feeder with swinging cup being hereby cancelled.

Note: Exhibit H-5033 is otherwise similar to Exhibit H-5034.

* * * * * * *

[fol. 19675] DEFENDANT'S EXHIBIT No. H-5034

Supplemental Agreement

Between

Hartford-Empire Company

and

Maryland Glass Corporation

Agreement made this 3rd day of March, 1941, to be effective as of October 8, 1940, by and between Hartford-Empire Company, a Delaware corporation with its principal place of business at Hartford, Connecticut, hereinafter called "Licensor" and Maryland Glass Corporation, a Maryland corporation with its principal place of business at Baltimore, Maryland, hereinafter called "Licensee".

Whereas, Licensee holds from Licensor, under certain agreements and/or licenses and leases, certain equipment and the right of use thereof for the manufacture of specified glassware (said agreements and/or licenses and leases being specified in Schedule A annexed hereto); and

Whereas, Licensor and Licensee desire to modify said agreements and/or licenses and leases in certain respects [fol. 19676] as hereinbelow set forth, in order to effectuate the policy of Licensor's letter to Licensee dated October 8, 1940;

Now, Therefore, in consideration of the premises and of other valuable considerations, Licensor and Licensee agree as follows:

Section 1—Amendment of Ware Fields.

Each of said agreements and/or licenses and leases specified in Schedule A under the respective headings "Feeder Contracts" and "Hartford Forming Machine Contracts" is hereby amended with respect to Schedule C thereof, entitled

"Specification of Glassware Which May Be Made. Permitted Ware" and with respect to the portion of said Schedule entitled "Exclusions" by canceling said Schedule C and said "Exclusions" and by substituting the following:

"Schedule C

"Specification of Glassware Which May Be Made

Permitted Ware

"The ware to be produced hereunder shall comprise any and all articles of glassware."

[fol. 19677] Section 2—Additional Equipment.

Licensor hereby grants to Licensee the right, so long as any of the agreements set forth in Schedule A are in effect, to take on license and lease from Licensor such numbers of Hartford Single Feeders, Hartford Individual Section Machines, Hartford "28" Machines, Hartford Lehrs, Hartford Stackers and Hartford Conveyors as Licensee shall from time to time desire. Such feeders, machines, lehrs, stackers and conveyors may be of present types, including improvements thereon, or of such future types as Licensor may license and lease to others. The license fees for such equipment and the royalties or rentals for the use thereof shall be those established as standard by Licensor at the time when Licensee acquires such equipment.

Section 3—Amendment of Use Covenants.

(a) Each of the agreements and/or licenses and leases specified in Schedule A, annexed hereto, under the heading "Hartford Forming Machine Contracts" is hereby amended with respect to Section 6 thereof by striking out the second paragraph of Section 6 thereof, which restricts the extent of use of the licensed and/or leased equipment with respect to other equipment.

[fol. 19678] (b) Each of the agreements and/or licenses and leases specified in Schedule A annexed hereto, is hereby amended with respect to Section 8 thereof, by striking out the second sentence thereof which reads substantially as follows:

"Complete title to all patent rights at any time possessed during the term of this license and lease by the Licensee

covering such changes and additions shall be transferred to the Licensor."

and substituting therefor the following:

"In the event that the Licensee shall obtain or acquire any patent right during the term hereof covering such changes and additions, Licensee shall grant to the Licensor without charge a non-exclusive, divisible license under and for the term of such patent right."

Section 4—Amendment of Royalty Schedule.

Each of the agreements and/or licenses and leases specified in Schedule A annexed hereto under the heading "Feeder Contracts" is hereby amended by substituting for [fol. 19679] Schedule D thereof, entitled "Rates of Royalty", the standard royalty schedule which is annexed hereto as Schedule B.

Section 5—Amendment as to Acknowledging Validity of Patents.

The section entitled "Acknowledging Validity of Patents", generally appearing as paragraph (a) of Section 13 or 15 of the agreements and/or licenses and leases specified in Schedule A annexed hereto, is hereby amended so that Licnsee's obligation to acknowledge validity of patents shall be limited to the following:

"(a) So long as this License remains in force, the Licensee agrees not to dispute the validity of the Letters Patent under which this License is granted, so far as these patents apply to the methods and machines which are hereby licensed to the Licensee."

[fol. 19680] In Witness Whereof, the parties have hereunto set their hands and seals acting herein by their respective officers duly authorized therefor.

Hartford-Empire Company, by Roger M. Eldred, Vice Pres. (Seal.)

Attest: Arthur T. Safford, Jr., Secretary.

Maryland Glass Corporation, by J. Heuisler, Vice Pres. (Seal.)

Attest: (Signature illegible), Asst. Treasurer.

[fol. 19681]

Schedule A

Annexed to Supplemental Agreement
Hartford-Empire Company and Maryland Glass Corp.
Dated March 3, 1941

Feeder Contracts

HSF-42	4/15/25
HSF-43	4/15/25
HSF-63	6/22/25
HSF-67	9/10/25
HSF-68	9/10/25
HSF-77	12/19/25
HSF-78	12/19/25
HSF-79	12/19/25
HSF-127	2/16/27
HSF-128	2/16/27
HSF-204	3/7/30
HSF-374	6/28/37
HSF-423	2/22/40

Hartford Forming Machine Contracts

HIS-22	11/17/33
HIS-27	9/10/34
HIS-30	12/14/34
HIS-45	4/10/36
HIS-66	10/1/37
HIS-80	11/8/38
HIS-89	9/19/39
HIS-113	2/1/40
HIS-133	5/17/40
HIS-142	10/18/40

[fol. 19682]

Lehr Contracts

HL-16	6/8/25
HL-24	12/19/25
HL-25	12/19/25
HL-128	2/27/30
HL-148	2/19/31
HL-151	2/12/32
HL-156	11/9/32
HL-158	5/22/33
HL-163	12/30/33

HL-201	12/14/36
HL-227	4/12/37
HL-322	12/14/39

[fol. 19683]

SCHEDULE B

Annexed to Supplemental Agreement

Hartford-Empire Company and Maryland Glass Corporation

Dated March 3, 1941

Rates of Royalty

The weights below specified are the weights of the finished articles.

	Blown or Pressed and Blown Per Gross	Purely Pressed* Per Gross
½ oz. wt. and under	7½ Cents	7½ Cents
Over ½ oz. wt. and not exceeding 1 oz. wt.	8 Cents	7½ Cents
Over 1 oz. wt. and not exceeding 1½ oz. wt.	9 Cents	7½ Cents
Over 1½ oz. wt. and not exceeding 2 oz. wt.	10 Cents	7½ Cents
Over 2 oz. wt. and not exceeding 4 oz. wt.	11 Cents	8¼ Cents
Over 4 oz. wt. and not exceeding 8 oz. wt.	12 Cents	9 Cents
Over 8 oz. wt. and not exceeding 12 oz. wt.	13 Cents	9¾ Cents
Over 12 oz. wt. and not exceeding 13 oz. wt.	14 Cents	10½ Cents
Over 13 oz. wt. and not exceeding 16 oz. wt.	15 Cents	11¼ Cents
Over 16 oz. wt. and not exceeding 20 oz. wt.	16 Cents	12 Cents
Over 20 oz. wt. and not exceeding 26 oz. wt.	18 Cents	13½ Cents
Over 26 oz. wt. and not exceeding 30 oz. wt.	21 Cents	15¾ Cents
	Per Pound	Per Pound
Over 30 oz. wt. and not exceeding 96 oz. wt.	1/12 of a Cent	1/16 of a Cent
Over 96 oz. wt. and not exceeding 128 oz. wt.	1/6 of a Cent	1/8 of a Cent

*—Purely Pressed, that is, produced by an operation which consists solely of pressing without the intervention of any air in the mold for the purpose of changing the shape of the article to be produced.

1. The rates of royalty on spherical marbles and balls up to one (1) inch in diameter shall be ten (10) cents per thousand (1000).

†2. No royalty shall be payable upon stoppers, caps, lids and/or liners.

3. The royalty on all lettered fruit jars for domestic (household) use up to and including one-half (½) gallon capacity shall be twelve (12) cents per gross.

†This also applies to Hartford Individual Section (I.S.) Machines, all contracts covering which machines are hereby amended accordingly.

(Here follows 1 photolithograph, side folio 19684)

DEFENDANTS' EXHIBIT No. B5035 1938

25

FRANK C. BALL
GEORGE A. BALL
WILLIAM H. BALL
E. ARTHUR BALL
EDMUND F. BALL
FRED J PETTY
A. H. BRACKEN

[redacted]

FACTORIES AT MUNCIE, INDIANA

MUNCIE, INDIANA
GLASS WORKS
ZINC ROLLING MILLS
RUBBER MILLS
PAPER MILLS
METAL STAMPING MILLS
CORRUGATED SUN PLANT
WICHITA FALLS, TEXAS
SAPULPA, OKLAHOMA
OKMULGEE, OKLAHOMA
HUNTINGTON, WEST VA.
HILLSBORO, ILLINOIS
GLASS WORKS
NOBLESVILLE, INDIANA
EATON, INDIANA
STRAWBOARD MILLS

BALL BROTHERS COMPANY

FRUIT JARS, BOTTLES, ROLLED ZINC
PAPER, CORRUGATED PAPER BOXES, RUBBER PRODUCTS

CABLE ADDRESS BALLBRO
WESTERN UNION TELEGRAPH CODE

MUNCIE, INDIANA

October 16, 1940

Mr. Ray E. Underwood
c/o Knox Glass Bottle Company
Knox, Pennsylvania

No. 43-5035

Dear Sir:

On March 23, 1933 Ball Brothers Company entered into an agreement with you personally and the following companies, viz., Knox Glass Bottle Company, Pennsylvania Bottle Company, Marionville Glass Company, Wightman Bottle & Glass Manufacturing Company and Oil City Glass Bottle Company.

The government attorneys in charge of the Government Suit against the Glass Container Association and others, now pending in the Federal District Court at Toledo, Ohio take the position that this contract is objectionable because it prevents you and the various companies which are parties thereto from manufacturing and selling fruit jars, i.e., wide mouth containers sold empty for domestic use in the preserving of food. While we do not agree with this contention nevertheless we dislike even the accusation that Ball Brothers Company is employing illegal means to promote its business interests.

October 14, 1940

Mr. Ray E. Underwood
c/o Knox Glass Bottle Company
Knox, Pennsylvania

No. 43-5035

Dear Sir:

On March 23, 1933 Ball Brothers Company entered into an agreement with you personally and the following companies, viz., Knox Glass Bottle Company, Pennsylvania Bottle Company, Marienville Glass Company, Wightman Bottle & Glass Manufacturing Company and Oil City Glass Bottle Company.

The government attorneys in charge of the Government Suit against the Glass Container Association and others, now pending in the Federal District Court at Toledo, Ohio take the position that this contract is objectionable because it prevents you and the various companies which are parties thereto from manufacturing and selling fruit jars, i.e., wide mouth containers sold empty for domestic use in the preserving of food. While we do not agree with this contention nevertheless we dislike even the accusation that Ball Brothers Company is employing illegal means to promote its business interests.

For this reason we release you personally and each of the above named companies, their subsidiary and controlled companies from all obligations to us involving the manufacture and sale of fruit jars. We will appreciate it if you will convey the information of this release to each of the above mentioned companies but if, for record or other purposes, you desire a similar notification for each such company we will be very glad to give it.

Very truly yours,
BALL BROTHERS COMPANY

FCB.c

F. C. Ball, President

19684

9554A

DEFENDANTS' EXHIBIT [illegible]

[illegible]

[illegible]

[

[fol. 19685] DEFENDANTS' EXHIBIT No. LC 5096

(Copy)

Supplemental Agreement Between Hartford-Empire Company and Lynch Corporation

This Agreement made this 23rd day of August, 1933, by and between Hartford-Empire Company, a corporation organized under the laws of the State of Delaware and having its place of business at Hartford, Connecticut (hereinafter called "Hartford"), and Lynch Corporation, a corporation organized under the laws of the State of Indiana, and having its principal place of business at Anderson, Indiana, (hereinafter called "Lynch"),

Witnesseth That,

Whereas Hartford has the right under a certain Agreement dated July 1, 1932 to a non-exclusive and divisible license in inventions hereinafter and prior to January 3, 1945, to be made or acquired by the Owens-Illinois Glass Company (hereinafter called "Owens"), and relating to feeder fed glass forming machines, and

Whereas Lynch desires to acquire a right to use such inventions in its manufacture of forming machines;

Now, Therefore, for and in consideration of the sum of Ten (10) Dollars and other good and valuable consideration to Hartford in hand paid, receipt whereof is hereby acknowledged, the parties have agreed as follows:

[fol. 19686] Section 1—*Definitions.*

(a) "*Licensed Future Inventions*" shall comprise those United States rights in inventions of apparatus for, or methods of forming glass by forming machines if and so far as such inventions are used or usable with, but only for use with, apparatus for and/or methods of glass feeding, other than drawing glass by suction into molds, and other than hand manipulated punties, hand manipulated blow pipes, or other hand processes, herein after and prior to January 3, 1945 made or acquired by Owens, and in which Hartford is or becomes entitled to a license under its above-recited contract with Owens, but only so long as such contract between Owens and Hartford remains in force.

(b) "*Hartford Feeder Licensees*" shall comprise those glass maunfacturing companies which hold, or may here-

after and prior to January 1, 1951 hold, licenses and/or leases from Hartford for the use of feeders, but only to the extent to which they are authorized by their agreement with Hartford to use the leased and/or licensed Hartford Feeders.

Section 2—License to Lynch. Hartford hereby grants Lynch a non-exclusive license for the United States to make and deliver forming machines embodying licensed future inventions to any person or concern that has obtained from Hartford a license under said inventions to use such forming machine; Provided, however, that Lynch shall have the right to make and deliver to any Hartford feeder licensee any such forming machine, if such feeder licensee has agreed in writing to accept a license of the scope heretofore required under Section 3 hereof to offer to its licensees.

[fol. 19687] Section 3—Hartford Agrees to Extend Feeder Licensees. Hartford agrees to offer, and upon the acceptance of the licensee, to extend each of its feeder licenses heretofore or hereafter made to include, without additional production royalty, a non-transferable right to use with feeders if and when operated under such feeder licensed, forming machines acquired from Lynch and embodying licensed future inventions.

Section 4—Right to Lynch to Make for Delivery to Foreign Countries. Hartford further grants to Lynch a non-exclusive license to make machines of Lynch's own designs embodying licensed future inventions for sale or consignment for delivery into countrie- foreign to the United States; Provided, however, that nothing herein granted shall give Lynch any license under patents in countries foreign to the United States and owned by Hartford or by others to make, use, or sell such machines.

Section 5—Term. This agreement and the license thereunder granted from Hartford to Lynch shall extend until January 1, 1951, unless terminated earlier in accordance with the provision of Section 7.

Section 6—Binding on Successors. This agreement and the license herein granted shall extend to and be binding upon the successors of the entire business of the parties, but shall not otherwise be transferable.

Section 7—In the event that Lynch shall be declared bankrupt, or shall have a receiver placed over it after notice and hearing, and such appointment shall not be vacated within ninety (90) days, or shall make an assignment for the benefit of creditors, Hartford shall be entitled to revoke this [fol. 19688] agreement and any license granted hereunder by giving written notice to Lynch: Provided, however, that the license herein granted shall continue as to any machine made hereunder during the continuation of this Agreement.

In witness whereof the parties have hereunto set their hands and seals by their respective officers thereunto duly authorized the day and year first above written.

Hartford-Empire Company, by F. Goodwin Smith, President. (Seal.)

Attest: Arthur T. Safford, Jr., Secretary.

Lynch Corporation, by T. C. Werbe, President. (Seal.)

Attest: J. L. Watts, Secretary.

[fols. 19689-19693] DEFENDANTS' EXHIBIT No. LC 5096a

August 23, 1933.

For and in consideration of one dollar and other good and valuable considerations in hand paid by Lynch Corporation, a corporation organized under the laws of the state of Indiana and having its principal place of business at Anderson, Indiana, (hereinafter called "Lynch") to Owens-Illinois Glass Company, a corporation of Ohio, (hereinafter called "Owens-Illinois") receipt whereof is hereby acknowledged, said Owens-Illinois hereby agrees that in case Lynch does not continue to secure the rights with respect to Owens-Illinois feeder fed glass forming machine inventions provided for in the supplemental agreement between Hartford-Empire Company and Lynch Corporation, a copy of which is attached hereto and made a part hereof, either because of the termination of said attached supplemental agreement by expiration or because of Owens-Illinois' withdrawal from its General License Agreement

with Hartford-Empire Company, or for any other cause, Owens-Illinois will continue to Lynch such rights to January 1, 1951.

Owens-Illinois Glass Company, by Wm. E. Levis, President.

Attest: Lloyd T. Williams.

[fol. 19694] DEFENDANTS' EXHIBIT No. LC 5096-B

Supplemental Agreement Between Owens-Illinois Glass Company and Lynch Corporation

For and in consideration of One Dollar ($1.00) and other good and valuable considerations, it is hereby agreed between Owens-Illinois Glass Company, a corporation of Ohio having its principal place of business in Toledo, Ohio, hereinafter called "Owens", and Lynch Corporation, an Indiana corporation having its principal place of business in Anderson, Indiana, hereinafter called "Lynch", as follows:

The License Agreement between Owens-Illinois Glass Company and Lynch Corporation, dated the 23rd day of August, 1933, is hereby amended as follows:

1. Section 3, entitled "Lynch's License to Owens", line 2, change "exclusive" to "nonexclusive".

2. Section 5, entitled "License to Lynch for Repair Parts", line 2, cancel "and Lynch".

3. Section 10, entitled "Disclosure, Assignment and Persecution", cancel the entire section.

In Witness Whereof, the parties have hereunto set their hands and seals, acting herein by their respective officers this 16th day of February 1940.

Owens-Illinois Glass Company, by C. B. Belknap, Vice President.

Attest: John H. McNerney, Secretary.

Lynch Corporation, by T. C. Werbe, President.

Attest: J. L. Watts, Secretary.

[fol. 19695] DEFENDANTS' EXHIBIT No. LC 5097

(Copy)

Additional Agreement Between Hartford-Empire Company and Lynch Corporation

This Additional Agreement made this 23rd day of August, 1933, by and between Hartford-Empire Company, a corporation of the State of Delaware, having its principal place of business at Hartford, Connecticut (hereinafter called "Hartford"), and Lynch Corporation, a corporation of the State of Indiana, having its principal place of business at Anderson, Indiana, (hereinafter called "Lynch"),

Witnesseth That

The parties have by an Agreement of even date herewith (hereinafter termed "Forming Machine Agreement"), granted certain cross-licenses on terms and under conditions therein stated, and

Whereas the parties desire to extend said licenses under such terms and conditions to cover inventions relating to Delivery Mechanisms, Take-outs and Conveyors, as hereinafter defined, and

Whereas Hartford is engaged in supplying Mechanisms for stacking ware in Lehrs, while Lynch has not been so engaged, and

Whereas certain inventions covered by such extended licenses are useful in connection with mechanism for stacking ware in lehrs,

Now, Therefore, for and in consideration of the premises and the covenants and grants herein contained, the parties have agreed as follows:

1. Definitions. The following terms herein used shall be defined as follows:

(a) "*Delivery Devices*" shall comprise chutes funnels, [fol. 19696] guides and similar means for conveying, directing and guiding charges of glass in their passage from a feeder to a forming machine mold. Such expression does not include any mechanism which acts upon the glass at any time prior to its separation from the parent mass by the severing means of the feeder.

(b) "*Take-outs*" shall comprise mechanisms for removing finished articles of glassware from forming machine

molds and delivering them to a conveyor or receiver other than a lehr conveyor.

(c) "*Conveyors*" shall comprise those conveying means, other than lehr conveyors, which receive finished glassware immediately from a take-out as above defined.

2. Forming Machine Agreement Extended. The licenses and provisions of the Forming Machine Agreement are hereby extended and enlarged to include existing inventions in which either party has a right which is capable of transference, either in whole or in part, when such inventions are employed in Delivery Devices, Take-Outs and/or Conveyors, and/or in the method of using the same, to the same extent as though such delivery devices, take-outs and conveyors and the methods of their use, were included within the definition of Forming Machine Inventions set forth in Section 1 (b) of the aforesaid Forming Machine Agreement.

3. License to Hartford. Lynch grants to Hartford a non-exclusive license to make, use, sell and lease, and to license others to use, within the United States, each and every existing invention in which Lynch has a right capable of tranferance, either in whole or in part, when such invention is embodied in methods of or apparatus of Hartford's design for handling glassware between a conveyor, receiver or other means on the one hand and a lehr on the other. The license herein granted shall be without royalty and shall be non-assignable except to the successor of the entire interest of Hartford.

In Witness Whereof the parties have hereunto set their [fol. 19697] names and seals by their officers thereunto duly authorized, the day and year first above written.

Hartford-Empire Company, by F. Goodwin Smith, President. (Seal.)

Attest: Arthur T. Safford, Jr., Secretary.

Lynch Corporation, by T. C. Werbe, President. (Seal.)

Attest: J. L. Watts, Secretary.

[fol. 19698] (Copy)

DEFENDANTS' EXHIBIT No. L. C. 5098

Supplemental Agreement between Hartford-Empire Company and Lynch Corporation

This Supplemental Agreement made this 2nd day of February, 1934 (between Hartford-Empire Company, a corporation of the State of Delaware having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford"), and Lynch Corporation, a corporation of the State of Indiana, having its principal place of business at Anderson, Indiana, (hereinafter called "Lynch"),

Witnesseth That

Whereas Hartford and Lynch have entered into a certain Agreement dated August 23, 1933, relating to glassware forming machines and to patent rights in the United States for inventions in such machines (hereinafter called "Forming Machine Agreement"),

Whereas under the provisions of Section 11 of said Forming Machine Agreement Hartford has granted to Lynch a non-exclusive license under Hartford's Plunger Settle Inventions as defined in Section 1, paragraph (e) of said Forming Machine Agreement, to make and deliver attachments for certain existing Lynch Machines and for the embodiment of such inventions in certain additional Lynch machines (which attachments and/or embodiments are hereafter called "Plunger Settle Attachments"), and

Whereas, Hartford and Lynch desire to modify certain terms of Section 11 of said Forming Machine Agreement, and to make further provisions with respect to the Plunger Settle Attachments to be made and delivered by Lynch,

Now, Therefore, in consideration of these premises and the covenants hereinafter set forth, the parties hereto agree as follows:

[fol. 19699] Section 1—Modification of Section 11 of Forming Machine Agreement—Royalties. The sum of Five Hundred Dollars ($500) payable to Hartford by Lynch under Section 11 of said Forming Machine Agreement shall be payable only for each Plunger Settle Attachment made for use with or embodied in the Lynch Model 10 Machine, said sum constituting in lieu of the license fee specified in said

Agreement, a paid up royalty for the right of use during the entire term of the License and Lease covering said Attachment.

For each of the Plunger Settle Attachments made by Lynch for use with or embodied in other present types of Lynch machines, Lynch shall pay to Hartford the sum of Three Hundred Dollars ($300) said sum also constituting a paid-up royalty as specified above in this Section.

Said sum shall be payable by Lynch to Hartford within Sixty (60) days from the date of shipment of each Plunger Settle Attachment.

Except as above set forth in this Section, the terms of Section 11 of said Forming Machine Agreement shall remain in full force and effect.

Section 2—Transfer of Title. In consideration of the license to build such Plunger Settle Attachments and in consideration of the profit to be received by Lynch from the manufacture and furnishing of such attachments, Lynch hereby agrees to sell, assign and transfer and does by these presents sell, assign and transfer to Hartford-Empire Company all right, title and interest to and in each Plunger Settle Attachment built by Lynch. Lynch shall notify Hartford of the completion of the building of each such attachment and shall affix to each Plunger Settle Attachment proper plates indicating the ownership by Hartford of each attachment.

Section 3—Release or Responsibility. Lynch hereby agrees that Hartford shall not be responsible for defects in [fol. 19700] material or workmanship appearing in the Plunger Settle Attachments built by Lynch and further, that Hartford shall not be responsible for the installation, repair or servicing thereof.

Lynch Corporation, by T. C. Werbe, President. (Seal.)

Attest: J. L. Watts, Secretary.

Hartford-Empire Company, by F. Goodwin Smith, President. (Seal.)

Attest: Arthur T. Safford, Jr., Secretary.

[fol. 19701] (Copy)

DEFENDANTS' EXHIBIT No. L. C. 5099

Agreement between Owens-Illinois Glass Company and Lynch Corporation—February 28, 1938

In consideration of the mutual covenants and agreements hereinafter set forth, Owens-Illinois Glass Company, a corporation of Ohio hereinafter referred to as "Owens-Illinois", and Lynch Corporation, a corporation of Indiana hereinafter referred to as "Lynch", hereby agree as follows:

Owens-Illinois agrees to sell to Lynch the jigs, fixtures, patterns and six (6) sets of blueprints of its Model MB machine described as follows:

Model MB machine, two table, ten mold, ten blank press and blow type with individual plungers, rings, also split rings, individual blow heads on blow table, double headed lift-over type transfer, double headed takeout device, two-rack air driving mechanism, or all of the above adapted to mechanical drive, being the general type of machine installed in February, 1938, at Columbus, Ohio, whether air driven or mechanical drive, and whether with individual blow heads or not, and agrees to loan to Lynch for a period of thirty (30) days its tracings for the above described machine for the purpose of Lynch making a set of tracings therefrom. Both parties agree that any changes in the above described machine shall be promptly disclosed to the other party, so that each set of tracings shall be kept up to date.

It is further agreed that in case Lynch does not furnish Owens-Illinois parts for such machines, or repairs, according to specifications on prints, as they need at a price which both parties accept as fair, then Lynch will, within thirty (30) days after so requested by Owens-Illinois, loan to [fol. 19702] Owens-Illinois such patterns, jigs and fixtures as may be necessary to make such parts, and Owens-Illinois shall within thirty (30) days return such patterns, jigs and fixtures when requested.

Lynch agrees to pay Owens-Illinois for such jigs, fixtures, patterns and drawings for said machine a sum not exceeding Fifteen Thousand Dollars ($15,000.00), but which shall be subject to adjustment on the following basis:

A base price of Sixteen Thousand Eight Hundred Dollars ($16,800.00) shall be used, but there shall be deducted from said base price the fair price of such patterns, jigs and fixtures as Lynch shall elect not to take.

Lynch further agrees, in consideration of the sale of such patterns, jigs, fixtures, drawings and the "know how" of building such machine, to pay to Owens-Illinois a license fee of One Thousand Dollars ($1,000.00) for each of such machines built by Lynch up to Fifty (50) machines, but there shall be no further payment due on any additional machines.

Owens-Illinois also agrees to furnish to Lynch, at its actual salary and out of pocket expense, the services of a competent assembly supervisor to assist Lynch in building the first of such machines.

In witness whereof Owens-Illinois and Lynch have signed this agreement by their duly authorized officers this 28th day of February, 1938.

Owens-Illinois Glass Company. (S.) By Wm. E. Levis, President.

Lynch Corporation. (S.) By T. C. Werbe, President.

[fol. 19703] DEFENDANTS' EXHIBIT No. H-5100

Dated — —, —.

To Lynch Corporation,
Anderson, Ind.

Please furnish and ship to us for use under our forming machine license from the Hartford-Empire Company, and upon your usual terms and conditions stated herein, machines of the following specifications:

The total price of machines specified above to be — Net, F. O. B. cars at Anderson, Indiana, or Columbus, Ohio.

We will ship to you at Anderson, Indiana or Columbus, Ohio, all transportation charges prepaid, promptly after receipt of your shipping instructions, used machines of the following specifications:

An allowance or credit of — on account of the above used machines is to be made from the total purchase price leaving a total net purchase price of — for which we agree to pay

you as follows: — is to be paid cash in hand upon the acceptance by you of this order, and the balance of said sum to be payable thirty days after date of shipment or in — equal installments of — each. Said deferred payment to be evidenced by our notes for the balance, the first of which said notes shall be due 30 days after shipment of said machine, and one of which said notes shall be due each 30 days thereafter, with interest at the rate of 6% per annum from date of shipment.

The machines covered by this order shall be shipped — subject always to unavoidable delay due to any cause beyond your control.

We agree that the above machines covered by this order are to be installed upon the following described real estate in — County, State of — to-wit:

and upon no other or different real estate without your express written consent.

This order is made upon the following expressed conditions:

1. The machines described herein are to be used only by us in accordance with our license from the Hartford Empire Company, and the Lynch Corporation assumes no responsibility nor does it guarantee any immunity from any claim of patent infringement when such machines are used beyond the scope of our aforesaid license.

2. The execution of any notes for deferred payments on any machine shall not operate as a payment and satisfaction of the obligation to pay the price thereof but said notes when executed are executed by the maker and accepted by the Lynch Corporation merely as evidence of the indebtedness of said deferred payments and not as payment thereof.

3. Upon failure to pay any one of a series of notes that may be executed evidencing a part of the agreed price of any machine, promptly at its maturity, together with interest thereon, such failure shall operate to make all of the balance of said series of notes at once due and payable.

4. That further to secure to the Lynch Corporation for the payment to it of all deferred payments of the agreed price of said machines as are evidenced by notes, we agree to execute, in favor of the Lynch Corporation, a mortgage on said machines to the effect that the title, ownership and right of possession of each and all machines shipped under

this order and all parts and accessories and equipment that may be or become attached thereto, shall be in the name of the Lynch Corporation, whatever may be its mode or manner of attachment to realty, until the full and final payment of the purchase price of said machines, accessories and equipment and any and all notes and obligations for deferred payments which may be executed, evidencing said deferred payments, or any judgment that may be taken on any of said notes or deferred obligations, shall have been paid in full.

5. Upon failure to make payments as herein specified, or to pay any one of said notes evidencing any of said deferred payments at its maturity, the Lynch Corporation may retain any and all payments theretofore made as liquidated damages, and shall have the right to enter the premises where such machines, equipment and accessories may be located, and to take the same into its own possession, and remove the same, without prejudice to any further claims on account of damages which the Lynch Corporation may suffer from any cause.

6. Said machines herein described, and all equipment and accessories thereto, are in no event to be so attached to realty as to become a part of the real estate on which the same are located, and the same are not to be installed in any building in such manner as that their complete removal could not be accomplished without injury and damage to the real estate on which they may be situated.

7. We agree to be responsible to the Lynch Corporation for any damage from any cause whatever to any machine delivered in accordance with this order, until said machine or machines and any and all obligations for deferred payments thereon shall be paid in full.

8. So soon as said machine may be delivered for installation, we agree to cause said machines to be insured in some responsible insurance company against loss, injury or destruction by fire or tornado, said insurance to be maintained so long as any part of the obligation for the agreed price therefor remains unpaid, and said machines to be insured in the name of the Lynch Corporation and at our expense.

9. We expressly acknowledge the Lynch Corporation's right in and claims to the designs, ideas, and inventions incorporated or involved in machinery of the character herein

ordered and to all equipment and accessories thereof and improvements thereon, and to the Lynch Corporation's exclusive right and license to manufacture such machinery, equipment, accessories and improvements, either patented or unpatented, and agree to make no use thereof other than as provided herein; and we further agree to respect the Lynch Corporation's patents secured and to be secured and patent applications pending and to be applied for relating thereto, and neither actively nor by indirection to engage or assist in any suit or contest adversely thereto or against the Lynch Corporation's interests therein; and it is further agreed that no part or parts of the machinery herein ordered shall be used by us in connection with any machine or appliance not procured from the Lynch Corporation without the express written consent of the Lynch Corporation and no changes, modifications, additions or improvements may be made on or added to said machinery unless the same shall be made or done with express written consent of the Lynch Corporation.

10. The Lynch Corporation shall have the right to go upon any premises where said machines may be located, at any time, for the purpose of making any inspection; and the Lynch Corporation reserves the right prior to shipment of any machine to incorporate any improvements or changes in the design thereon which in their opinion will be beneficial to the machine and improve its efficiency.

11. In event we shall fail to keep said machines and all parts and accessories thereto insured as hereinbefore provided, or in event we violate any of the terms and conditions set out in this agreement, or shall suffer or permit any liens or encumbrances of any kind to come against said machine, or any parts thereof, or in event said machines shall for any reason come into the hands of any receiver, trustee assignee, or other court officer; then and in either of said events the Lynch Corporation shall have the right to at once take possession of all of said machines, parts and accessories thereto; and when so taken, said machines, parts and accessories shall become the absolute property of said Lynch Corporation, and any and all payments theretofore made on said machines, parts and accessories shall be retained and held by said Lynch Corporation as liquidated damages for the breach of this agreement.

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[fol. 19704] DEFENDANTS' EXHIBIT No. L.C. 5115

Dated — —, —.

To Lynch Corporation,
Anderson, Indiana.

Please furnish and ship to us upon your usual terms and conditions stated herein, machines of the following specifications:

The total price of machines specified above to be — Net, F. O. B. cars at Anderson, Indiana.

We will ship to you at Anderson, Indiana, all transportation charges prepaid, promptly after receipt of your shipping instructions, used machines of the following specifications:

An allowance or credit of — on account of the above used machines is to be made from the total purchase price leaving a total net purchase price of — for which we agree to pay you as follows: — is to be paid cash in hand upon the acceptance by you of this order, and the balance of said sum to be payable thirty days after date of shipment or in — equal installments of — each. Said deferred payment to be evidenced by our notes for the balance, the first of which said notes shall be due 30 days after shipment of said machine, and one of which said notes shall be due each 30 days thereafter, with interest at the rate of 6% per annum from date of shipment.

The machines covered by this order shall be shipped — subject always to unavoidable delay due to any cause beyond your control.

We agree that the above machines covered by this order are to be installed on the following described real estate in — County, State of — to-wit:

and upon no other or different real estate without your express written consent.

This order is made upon the following expressed conditions:

1. This machine as built and delivered embodies certain forming machine inventions owned by the Hartford-Empire Company, under which Lynch Corporation is licensed. By express provisions of its license, Lynch Corporation acquired no right from the Hartford-Empire Company under

patents or inventions relating to methods of or apparatus for melting, feeding, stacking, annealing or tempering glassware which may or could be used with this machine. The sale of this machine is not to be construed as granting any right, expressed or implied, from the Lynch Corporation or the Hartford-Empire Company, to use any invention of the Hartford-Empire Company other than those actually embodied in this machine, as built and delivered by the Lynch Corporation.

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[fol. 19705] DEFENDANTS' EXHIBIT No. A. H. 5120

Protective Agreement of Common Stockholders of Turner Glass Corporation

This agreement, executed December 9th, 1930, between such holders of the common stock of Turner Glass Corporation as shall become parties hereto (hereinafter called the Depositors), and Galen Miller, of Cleveland, Ohio; J. Lloyd Kimbrough, of Muncie, Indiana; and Walter E. Pittsford, of Indianapolis, Indiana, (hereinafter called the Committee),

Witnesseth That:

Whereas, Turner Glass Corporation is an Indiana corporation with its principal office and place of business in Indianapolis in said State; and

Whereas, said Turner Glass Corporation owns two glass factories, one located at Terre Haute and the other at Winchester, Indiana; and

Whereas, said Turner Glass Corporation has an authorized common capital stock of 120,000 shares of no par value of which 73,491 shares are now issued and outstanding; and

Whereas, owing to the depressed conditions in the glass industry generally and to certain presently maturing obligations of said Turner Glass Corporation it may become necessary either to re-organize, merge, consolidate or liquidate said corporation or to take other steps to protect said company and the interests of the depositors as stockholders therein including, if that shall become desirable, a sale of the stock owned by the depositors; and

Whereas, in the judgment of said depositors it is necessary that the holders of the common stock of said Turner

Glass Corporation should unite for the protection of their interests.

[fols. 19706-19717] Now Therefore in consideration of the premises and of the advantages which will accrue from a union of the interests of the depositors and concerted action on their behalf, the depositors (each for himself) do hereby agree with each other and with the Committee as follows:

Note: Remainder of Agreement and Signatures not printed.

[fols. 19718-19723] DEFENDANTS' EXHIBIT No. A. H. 5121

This Lease, made this 10th day of December, 1931, between Monongah Glass Corporation, a West Virginia corporation, party of the first part, and General Glass Corporation, an Indiana corporation, party of the second part.

Witnesseth:

That in consideration of One ($1.00) Dollar to the party of the first part by the party of the second part paid, the receipt of which is hereby acknowledged, and in further consideration of the payments to be made and the covenants and agreements by the party of the second part to be by it kept and performed as hereinafter set out, the party of the first part hereby demises, leases and lets unto the party of the second part all of the following described lots, tracts or parcels of ground, situate in the City of Fairmont, Marion County, West Virginia, bounded and described as follows (being the same real estate this day conveyed to the party of the first part by Monongah Glass Company, a West Virginia corporation):

Note: Metes and bounds description of leased property not printed.

[fol. 19724] Such coal underlying the above described five tracts of land (and sub-divisions thereof) and such mining rights and privileges thereto pertaining as have been heretofore reserved in the various deeds made by prior grantors (immediate and remote) of the property are also hereby excepted.

The above mentioned and described tracts and parcels of land are leased and let subject to the conditions, reservations and exceptions contained in the said several deeds of

conveyance so granting and conveying the said several tracts or parcels of land, and reference is here made to the said several deeds of conveyance for a more particular statement and description of the several exceptions, conditions and reservations in the said several deeds of conveyance contained.

There is included in this lease all and singular the buildings, structures, plants, engines, boilers, pipes, machinery, dinamos, generators, conduits, tanks, pumps, equipment, apparatus and appliances, and all improvements, additions, accretions, easements, rights, privileges, water rights, fixtures, franchises, tenements, hereditaments and appurte-
[fol. 19725] nances whatsoever belonging to or in any wise appertaining to the said permises.

To Have And To Hold the said demised premises from this date onward until the 31st day of March, 1935, the Lessee yielding and paying therefor as rental the sum of One ($1.00) Dollar per year, payable in advance.

The party of the first part also grants to the party of the second part the exclusive right or option to purchase the aforesaid real estate, glass plants, engines, boilers, machinery, dinamos, generators, conduits, tanks, pumps, equipment, apparatus and appliances, improvements, additions, accretions, easements, rights, privileges, franchises and other property above mentioned, at any time on or before the 31st day of March, 1935, by the payment to the party of the first part of the sum of One ($1.00) Dollar in cash and the satisfaction or discharge or assumption of $405,500 principal of first mortgage bonds, secured by that certain mortgage executed by Monongah Glass Company to Safe Deposit & Trust Company of Baltimore, Trustee, dated the 1st day of October, 1923, and recorded in the Clerk's Office of the County Court of Marion County, West Virginia, in Trust Deed Book No. 57, page 148, with the interest accrued thereon, and upon payment of the said sum of One ($1.00) Dollar and the satisfaction or discharge or assumption of said mortgage bonds with interest, the party of the first part will, upon request of the party of the second part, make, execute and deliver to the party of the second part, its successors or assigns, a deed conveying the aforesaid real estate, buildings, plants, machinery and other property above described, in fee simple.

[fol. 19726] In consideration whereof, the party of the second part covenants and agrees:

First: That it will pay to such of the holders of the First Mortgage 7% Sinking Fund Gold Bonds of Monongah Glass Company, dated October 1, 1923, as have become and may become parties to that certain agreement dated November 1, 1931, made between Monongah Glass Corporation, General Glass Corporation and Maryland Trust Company, a corporation, Agent, interest on the principal amount of the bonds at the rate of 6% per annum, payable semi-annually, for the period of three years beginning October 1, 1931, and ending October 1, 1934.

Second: That the second party will deposit with said Agent, at least five days before each semiannual interest payment date, beginning with April 1, 1932, and ending with October 1, 1934, both dates inclusive, sufficient money to pay the interest at the rate of 6% per annum on the entire amount of $405,500 principal amount of said Monongah Glass Company First Mortgage 7% Sinking Fund Gold Bonds now outstanding and unpaid.

Third: That for the years 1931, 1932, 1933 and 1934, the second party will pay all taxes of every kind and description levied or which may be levied against the property heretofore owned by Monongah Glass Company and conveyed in trust by it to said Safe Deposit & Trust Company of Baltimore, Trustee, under the provisions of said Indenture dated October 1, 1923, and now held by said Trustee under the provisions of said Indenture as security for bonds issued and outstanding under the provisions thereof, so that no such taxes may become a lien of any character whatsoever [fol. 19727] against said property ahead of said bonds except, however, that nothing contained herein shall require it to pay any such taxes or charges so long as either or any of the parties hereto in good faith shall contest the validity thereof.

Fourth: The second party will also pay such Federal Income Taxes on the interest so to be paid by it on said bonds outstanding as are not in excess of 2% of such interest, so that such interest may be paid to the holders of such bonds as may become parties to the aforesaid bondholders' agreement, without deduction for any taxes or other governmental charges which the party of the second part or any other party may be required to deduct, pay or retain therefrom under any present or future law of the United States

of America, or of any state, county, municipality or other taxing authorities therein, as may not be in excess of 2% per annum.

Fifth: The second party will reimburse to the holder of any bond, party to the aforesaid bondholders' agreement, when paid by or on behalf of such holder, all taxes not exceeding four mills on the dollar per annum on the assessed value thereof (other than succession and inheritance taxes) assessed by the Commonwealth of Pennsylvania or the State of Connecticut, and all taxes not exceeding four and one-half mills on the dollar per annum of the assessed value thereof (other than succession and inheritance taxes) assessed by the State of Maryland, or assessed by any governmental sub-division thereof, upon the terms and conditions set forth in Section 2 of Article IV of said Indenture of Trust of October 1, 1923.

[fol. 19728] Sixth: That until October 1, 1934, and as long thereafter as said lease remains in effect, it will keep adequately insured against destruction or injury by fire or wind, all buildings, structures, machinery and equipment upon or in the premises covered by said Indenture of October 1, 1923, the aggregate amount of such insurance against destruction or injury by fire always to be not less than 150% of the principal sum of the bonds issued under said Indenture and outstanding, and against destruction or injury by wind to be at least one-fourth of the amount of the insurance against destruction or injury by fire, and will cause such insurance to be so written or endorsed as to be payable to the said Safe Deposit & Trust Company of Baltimore, Trustee under said Indenture, or to its successor in the trust, so as to inure to the benefit of the holders of the bonds issued and outstanding and secured by said Indenture.

Seventh: The second party further covenants and agrees that it will operate in the usual course of business the said glass manufacturing plant located at Fairmont, West Virginia, formerly owned by said Monongah Glass Company and now owned by the party of the first part, to the extent of at least one tank or furnace until May 1, 1932, but it shall have the right to operate any or all of said furnaces or tanks from this date onward until March 31, 1935, during the term of said lease.

Eighth: Should the party of the second part not elect to purchase the aforesaid property during said optional period, it agrees that it will at the end of said period deliver up to the party of the first part, its successors or assigns, the aforesaid leased premises in as good condition as they now are, reasonable wear and tear excepted.

[fols. 19729-19771] This agreement is executed in duplicate, each of the parties hereto retaining a copy.

In Witness Whereof, Monongah Glass Corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be hereto affixed by its President, duly attested by its Secretary, and General Glass Corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be hereto affixed by its President, duly attested by its Secretary.

Monongah Glass Corporation.

Note: Signatures and acknowledgments not printed.

[fols. 19772-19789] DEFENDANTS' EXHIBIT No. H-5196

License No. BF-1 from Hartford-Empire Company to Swindell Brothers. Dated July 28th, 1927. Bethel Feeder

Note: Exhibit H-5196 is otherwise similar to exhibit 1625.

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[fol. 19790] DEFENDANTS' EXHIBIT No. O-5209

License and Agreement between The Toledo Glass Company and Owens Bottle-Machine Company

The Toledo Glass Company, a corporation organized and existing under the laws of the State of Ohio, and having its principal office at Toledo, in said State, first party hereto, being the owner of certain letters patent, and of certain inventions described in applications for letters patent, of the United States of America, for and in glass making machinery and processes, more fully hereinafter enumerated;

and Owens Bottle-Machine Company, a corporation organized and existing under the laws of the State of New Jersey, and having its principal office at Jersey City in said state, second party hereto, desiring to obtain an exclusive right and license under said patents and applications, and also under other patents which may hereafter become the property of said first party, for use, in and throughout the United States of America, in the manufacture of bottles and jars of all kinds, and of parts therefor, and for no other purposes or uses;

Now These Presents Witness:

[fol. 19791] That said first party, for and in consideration of the sum of twenty-eight hundred thousand dollars to it in hand paid by the said second party, the receipt whereof is hereby acknowledged, hereby grants to the said second party, its successors and assigns, the sole and exclusive right and license to practice the inventions set forth in, and to make and use the machines covered by, the following United States Letters Patent, and any and all patents which may result from the applications for patents hereinafter recited, for and during the respective terms for which said patents are, or may be granted, in and throughout the United States of America, but not elsewhere, but only for use in the manufacture of glass bottles and jars of all kinds, and of parts therefor, and for no other uses or purposes, and to use and sell the products of such processes and machines, together with the right to grant to others sub-licenses, or other rights under this agreement, to-wit:

United States Letters Patent No. 567,236, dated September 8th, 1896, to Hirman Hilde, Means for Working Glass, and

The following applications for United States Letters Patent:

[fol. 19792]

1.	M. J. Owens,	No. 741,596,	Filed December 26, 1899, Method of Blowing Glass.
2.	"	" 741,595,	Filed December 26, 1899, Machine for Shaping Glass.
3.	"	" 152,388,	Filed April 13, 1903, Glass shaping machine.
4.	"	" 133,555	Filed December 2, 1902, Glass tank or pot.
5.	Wm. Emil Bock,	" 40,006	Filed December 15, 1900, Machine for forming parisons for glass-blowing.
6.	"	" 152,437	Filed April 13, 1903, Glass shaping machine.

7.	Julius Proeger,	No. 711,475	Filed April 3, 1899, Method of and apparatus for making hollow glass articles.
8.	"	" 101,175	Filed April 1, 1902, Manufacture of glassware.
9.	"	" 17,527	Filed May 22, 1900, Apparatus for manufacture of glassware.
10.	"	" 107,659,	Filed May 16, 1902, Machine for making glassware.
11.	"	" 90,914	Filed January 23, 1902, Apparatus for the manufacture of glassware.
12.	John J. Power,	" 12,279,	Filed April 10, 1900, Apparatus for manufacture of glassware.
13.	"	" 12,278,	Filed April 10, 1900, Apparatus for manufacture of glassware.
14.	"	" 12,280,	Filed April 10, 1900, Manufacture of glassware.
15.	"	" 49,429,	Filed March 1, 1901, Manufacture of glassware.

[fol. 19793] And also a similar license under, and for the full term of, any and all other letters patent of the United States for or relating to blowing methods, glass-blowing machinery and the preparation of glass therefor, which, during the seventeen (17) years next following the date hereof, said first party may acquire or become entitled to, in so far as such patents relate to, or are applicable to, and only for use in, the manufacture of glass bottles or jars or parts therefor.

The grant hereby made is, nevertheless, upon condition that said second party, its successors, assigns and licensees, shall not use or employ, in or about the manufacture of any articles whatever other than glass bottles and jars and parts therefor, any of the inventions or improvements described in any letters patent or applications therefor, under which any license or permit is or shall be granted by said first party to said second party or to its successors or assigns.

The right to practice all such inventions and to make and use all such machines, for all purposes other than the manufacture of glass bottles, jars and parts therefor, and to grant to others rights in respect thereto, is retained by said first party, which also retains the right to manufacture, within the United States, for use in any foreign country, and for the purposes of experimenting with, and developing and improving the same, and exhibiting their operation, such machines for the manufacture of glass bottles and jars and parts therefor.

In farther consideration of the premises and of the re-
[fol. 19794] spective agreements herein contained, said par-

ties hereto hereby severally agree, each with the other, as follows:

1. Said first party will, at its own cost and expense, defend any and all actions and suits which may be brought against said second party, its assigns or licensees, upon claims of infringement of patents owned by others by the use or ownership of methods or machines containing any invention specified in the patent or in any of the applications for patents hereinbefore enumerated, and may, at its option, defend any like actions or suits alleging infringement by the use of methods or machines specified in any patents or applications for patents which may be hereafter acquired by it. Should it elect not to defend any such last mentioned action or suit, it will so notify said second party, which may then, at its own cost and expense, defend the same.

2. Each party hereto and its successors will immediately notify the other and its successors of any and all infringements by others of any letters patent under which a license hereby is, or, pursuant to the provisions hereof, shall be, granted, and also of all actions and suits, in respect to any of said patents or to any other patents, which may at any time be brought by or against it or its successors or licensees or any of them.

3. Said second party will, at its own cost and expense, prosecute any and all infringements of any patents, whether [fol. 19795] heretofore or hereafter issued or applied for, under which a license is, or, pursuant to the provisions hereof, shall be, granted, so far as such infringements affect or relate to the use of any of said inventions in the manufacture of glass bottles or jars of any kind, or parts therefor, provided that if for thirty days after written request by said first party so to do, said second party shall fail to begin proper action or suit to suppress any such infringement, or shall not promptly, diligently and effectively prosecute any such action or suit, then, and in every such case, said first party may prosecute the same at the cost and expense of the second party.

4. Actions and suits to suppress infringements by those manufacturing both articles which said second party is authorized to manufacture and also articles which it is not so authorized to manufacture shall be brought and diligently

and effectively prosecuted by said second party, and in case of its failure for thirty days after written request by said first party so to do, said first party may bring any such action or suit, or may assume and thenceforward conduct any pending action or suit; and said second party will, whenever and so often as requested pay one-half the cost and expense thereof.

5. The party undertaking, as hereinbefore provided, the [fol. 19796] prosecution or defense of any action or suit, hereinbefore specified, may conduct the same in the name of the other party hereto or its successors, or otherwise as it may elect. And said other party will, and its successors, assigns and licensees shall, on reasonable request, aid therein by signing any and all proper pleadings and other papers and by all other proper means.

6. Said second party will, and its successors, assigns and licensees shall, at any and all times, upon request, afford to any person duly authorized by said first party, its successors and assigns, access to any and all factories owned, operated or controlled by said second party, its successors, assigns or licensees, and will afford such person all proper facilities for ascertaining and reporting to said first party, its successors and assigns, all work performed and products produced by the use, or with the aid of any of said improvements, or inventions.

7. Said second party will, at any and all convenient times, upon the reasonable request of said first party, conduct for said first party, or allow said first party to conduct, in any and all factories or shops owned, operated or controlled by the second party, any and all experiments desired by it relating to the manufacture of glass bottles or jars, of any kind, or any parts thereof, said first party paying the cost of all such work; and the officers of said first party, or their duly authorized representatives, shall at all reasonable times, have free access to the factories and shops, owned, operated or controlled by said second party, its successors, assigns or licensees.

[fol. 19797] 8. Said first party and its successors will, upon reasonable request of said second party, its successors and assigns, from time to time execute and deliver to it or them all such further grants and licenses as may be necessary or proper to effectuate the grants hereby made,

or contracted or intended to be made, or for more conveniently evidencing the same.

9. In farther consideration of the said license and of the premises, said second party covenants to, and agrees with, said first party, that it will, and its successors and assigns shall, faithfully keep and perform each and every of the covenants and agreements aforesaid, on its part to be kept and performed.

In witness whereof said parties have caused their corporate names and seals to be hereunto signed and affixed, said first party by John Cummings, its President, and Frank D. Suydam, Jr., its Secretary, and said second party by Edward D. Libbey, its President, and Frederick L. Geddes, its Secretary, this sixteenth day of October, A. D. one thousand nine hundred and three.

The Toledo Glass Company. By John Cummings, President; F. D. Suydam, Jr., Secretary. (Seal.)

Owens Bottle-Machine Company. By E. D. Libbey, President; Frederick L. Geddes, Secretary. (Seal.)

Witness: Ora M. Gough.

[fol. 19798] DEFENDANTS' EXHIBIT No. O-5210

License Agreement between The Owens Bottle-Machine Company, Licensor, The Toledo Glass Company, Owner, and Greenfield Fruit Jar and Bottle Company, Licensee

Agreement made this seventeenth day of November, 1909, by and between The Owens Bottle-Machine Company, a corporation duly organized under the laws of the State of Ohio, and having its principal place of business at Toledo, in said State, hereinafter termed "Licensor", The Toledo Glass Company, a corporation organized and existing under the laws of the State of Ohio, and having its principal place of business at Toledo, in said State, hereinafter termed "Owner", and Greenfield Fruit Jar and Bottle Company, a corporation organized and existing under the laws of the State of Indiana, and having its principal place of business at Greenfield, in said State, hereinafter termed "Licensee".

Whereas said Owner is the owner of the following Letters Patent of the United States, viz:

Inventor:	Number:	Dated:	Invention:
Julius Proeger,	744,006	Nov. 10, 1903,	Apparatus for manufacture of glassware.
" "	744,007	"	Manufacture of glassware.
" "	744,008	"	Apparatus for making hollow glass articles.
[fol. 19799]			
M. J. Owens,	759,742	May 10th, 1904,	Method of blowing glass.
"	766,768	Aug. 2nd, 1904,	Glass shaping machine.
"	774,690	Nov. 8th, 1904,	Glass melting and shaping device.
Wm. E. Bock,	854,793	May 28th, 1907,	Fire polishing machine.
M. J. Owens,	854,836	May 28th, 1907,	Fire glazing machine.
Wm. E. Bock,	870,664	Nov. 2nd, 1907,	Machine for gathering and shaping glass.
C. W. Schwensfeier	908,151	Dec. 9th, 1908,	Glass tanks.
Graves & Whittemore,	914,823	Mch. 9th, 1909,	Glass gathering and shaping machines.
" "	923,261	June 1st, 1909,	Machine for making hollow glass articles.

[fol. 19800] together with the right to grant to others sublicenses, and also a similar license under, and for the full term of, any and all other Letters Patent of the United States for or relating to blowing methods, glass-blowing machinery and the preparation of glass therefor, which said Owner now owns or during the seventeen years next following the date of said grant, said Owner may acquire or become entitled to, in so far as such patents relate to, or are applicable to, and only for use in, the manufacture of glass bottles or jars or parts therefor; and

Whereas said Licensor is engaged in manufacturing and causing to be manufactured, machines and devices operating according to or embodying said inventions, or some of them; and

Whereas said Licensee desires to acquire a right to use, for the purpose of making the articles hereinafter specified, and for no other purpose or use, machines and fire-finishers and other things owned by said Licensor and operating according to or embodying said inventions, or some of them;

Now, therefore, it is hereby covenanted and agreed, by and between the parties hereto, as follows:

I. License. Said Licensor, in consideration of One Dollar to it paid by said Licensee, the receipt whereof is hereby acknowledged, and of, and upon condition of, the faithful

performance and fulfillment of all the covenants, agreements and conditions in this agreement contained, on the part of said Licensee to be done, performed and observed, hereby grants to said Licensee, subject to all the terms and conditions of this indenture, a right to use and to grant sub-licenses to use bottle-making machines and fire finishers [fol. 19801] owned by said Licensor and molds, tanks and lehrs, to be used only with, and for supplying glass to, and caring for the product of such machines, and any other mechanism, method or process pertaining to the manufacture of glass jars, containing the hereinbefore mentioned inventions, or any of them, but only for the purpose of manufacturing, in and throughout the United States of America (under which is included all territories, colonies, insular possessions or provinces under the dominion of the government of the United States and throughout which the Letters Patent issued by the United States are operative, except only the Panama Canal Zone,) and not elsewhere, Mason fruit jars, Lightning style fruit jars and other sealing jars used in preserving for domestic purposes, the opening in which jars shall not be less than two and one-eighth inches in diameter.

II. Royalties. Said Licensee will pay to said Licensor royalties for all glass jars manufactured by it and by each and every of its sub-licensees hereunder, whether manufactured by said machines or otherwise, (other than jars exported unfilled, which shall not have been manufactured by the aid of any of said inventions,) during the continuance in force of the license hereby granted, whether the same shall have been sold or not, a royalty or license fee of Fifty Thousand Dollars for each year ending the thirty-first day of August, and, in addition thereto, a royalty or license fee of Five Cents per gross for each gross manufactured in any such year in excess of Five Hundred Thousand gross; provided however, that such absolute payment for the term ending the thirty-first day of August in the year nineteen hundred and ten shall be only the sum of Thirty-three Thousand Three Hundred and Thirty-three Dollars; and provided further, that if, machines being promptly ordered by said Licensee, or its sub-licensees, [fol. 19802] said Licensor shall not furnish and install sufficient machines for the manufacture, prior to the thirty-first day of August, nineteen hundred and ten, of Three

Hundred and Thirty-three Thousand Three Hundred and Thirty-three gross, then such royalties for the term then ending shall be only at the rate of Ten Cents per gross, figured at the capacity of such machines from the installations thereof respectively.

III. Proviso. If by riot or strike or by fire or other casualty occurring without fault of said Licensee, or its sub-licensees, and which shall be by it or them remedied as promptly as practicable, it or they shall be prevented from using any machines for a continuous period of not less than two months from the time at which it or they shall have given to said Licensor due notice of such casualty, whereby it or they shall be prevented from manufacturing five hundred thousand gross of jars within the then current license year, then such absolute royalty of Fifty Thousand Dollars hereby undertaken to be paid by such Licensee shall be ratably diminished for such license year.

IV. Records, Reports and Payments. Said Licensee will keep, and will require every sub-licensee hereunder to keep, proper records and books of account, showing the amounts, numbers and kinds of all jars manufactured by it or them, specifying separately those made by or with the aid of each and every separate Owens machine, and the places and dates of such manufacture, which records and books shall be open to any authorized auditor of said Licensor, at all times during business hours; and, on the tenth day of each calendar month, will make complete reports to said Licensor, at its office in Toledo, Ohio, of all the facts and data aforesaid in respect of all jars manufactured by it or [fol. 19803] them, during the next preceding calendar month, which reports shall be verified by the oath of the person in immediate charge of the factory at which the same were manufactured.

V. Royalties Payable. Said Licensee will pay said royalties or license fees to said Licensor at said Licensor's office in Toledo, Ohio, as follows, to-wit: On the tenth day of each month beginning the tenth day of February, and ending the tenth day of September, nineteen hundred and ten, as royalties for the preceding calendar month, Ten Cents per gross of the capacity of all machines installed prior to or during such month from the dates of the installations thereof respectively; and on the tenth day of each

month beginning with the tenth day of October nineteen hundred and ten and continuing so long as the license hereby granted shall remain in effect, Forty-one Hundred and Sixty-six and 66/100 Dollars, and on the tenth day of September, in each year, the full amount then remaining unpaid of such royalties for the year ending with the preceding month.

VI. Acknowledgment of Patents. Said Licensee hereby acknowledges the validity of each and all of the Letters Patent hereinbefore enumerated, and agrees never, at any time, either during the term of this agreement, or thereafter, to question the validity of such Letters Patent.

VII. Royalties Not Apportionable. Notwithstanding that license is hereby granted under several Letters Patent, the royalties hereinbefore specified are not apportionable, and so long as the license hereby granted shall remain in force and effect, said Licensee shall pay to said Licensor the [fol. 19804] full amounts of the royalties hereinbefore specified, except as herein otherwise provided.

VIII. Supplying Machines. As promptly after receiving orders therefor as, with the facilities then at its disposal it can manufacture, or cause to be manufactured, the same, said Licensor will furnish, f. o. b. Toledo, Ohio, Owens machines, iron-work for revolving tanks and fire finishers to said Licensee and its sub-licensees to the extent of one six-arm machine for each thirty thousand (30,000) gross, or one ten-arm machine for each fifty thousand gross, of the hereinbefore specified jars, manufactured, annually, by such Licensee or sub-licensee; such Licensee or sub-licensee advancing, as a further royalty or license fee, to said Licensor, for each six-arm machine seventy-five hundred dollars ($7500), and for each ten-arm machine, the cost thereof to it, said Licensor, plus ten per cent; it being understood that said Licensor does not undertake to manufacture such machines, but may cause the same to be manufactured, at reasonable prices, by others; one-third of such advance to be paid on giving, and as a part of, the order for each machine, one-third on the completion of such machine, ready for shipment, and the remainder within thirty (30) days after receiving from said Licensor notice that such machine is installed and in working order, or, in case of any machine which such Licensee shall not then

be ready to have installed, notice that such machine has been duly delivered and tested and is ready for use; provided, however, that said Licensor shall, on or before the first day of March, 1910, furnish three ten-arm machines in the place of the three six-arm machines now installed at Greenfield, and also one additional ten-arm machine, all at the cost of said Licensor except freight and the expense [fol. 19805] of installation, and such machines shall at all times remain the property of said Licensor. If any machine ordered hereunder shall not be furnished and installed within eight months from the receipt of an order therefor, the royalties payable hereunder shall be reduced for the time in excess of eight months required for such furnishing and installation, such reduction to be a pro rata amount of said absolute royalty of Fifty Thousand Dollars if the aggregate annual capacity of the machines furnished and installed shall be less than five hundred thousand gross of jars; and in so far as such machines, together with machines theretofore furnished, shall have an aggregate annual capacity in excess of five hundred thousand gross of jars the royalty of five cents per gross shall be wholly abated upon and for all jars required, because of such delay, to be made otherwise than by the Owens machines; provided, further, that if such delay shall have been caused by any fault, neglect or failure on the part of said Licensee or of any of its sub-licensees to make all necessary preparations for the installation of machines as soon as the same shall be ready for installation, there shall not be any reduction or abatement of royalties because of such delay.

IX. Adaptation of Plant. Said Licensor will, upon the request and at the expense of said Licensee, or of any of its sub-licensees, furnish it or them, as promptly as practicable, all desired information respecting the adaptation of its or their plants, for the installation and use of such machines and revolving tanks and of machinery, equipment and other things necessary for the operation of such machines and tanks.

X. Preparation of Factory. Said Licensee and its sub-licensees will furnish and prepare, to the approval of said Licensor, all things necessary and proper for the location and installation of each such machine, fire-finisher, tank, [fol. 19806] mechanism and connections, for the operation thereof to the best advantage, and for supplying proper

molten glass to such machine, and will also furnish and provide proper power, motors, blowers, connections, accessories, apparatus and facilities for the operation thereof, and for caring for and completing the product thereof, and will have the same ready for use in connection with such machine and tank at the time the same is ready for delivery. Said Licensor will from time to time upon the reasonable request and at the expense of said Licensee, or of any of its sub-licensees, furnish all necessary plans and drawings therefor and for the adaptation of any factory thereto.

XI. Care of Machines etc. Said Licensee and its sub-licensees will keep and use said machines, fire-finishers, tanks, mechanism, and other things, in a careful, safe, prudent and proper manner, will keep the same in good order and condition, and, without the consent thereto, in writing, of said Licensor, will not add to nor subtract from any thereof, any mechanism whatever, now or hereafter organized or connected therewith, by said Licensor, nor make nor allow to be made any change or alteration in the same, nor interfere with the proper operation thereof, or of any mechanism forming a part thereof, or attached thereto, nor remove nor deface any dates, numbers or inscriptions now or hereafter impressed thereon, or affixed thereto, by said Licensor.

XII. Replacements and Renewals. Said Licensee will immediately notify said Licensor when any replacements or renewals of any bottle-making machine, fire-finisher or tank, or mechanism, are needed, stating what the same may be and said Licensor will, immediately after receiving such notice, furnish or make such replacements as needed, [fol. 19807] said Licensee hereby agreeing to pay said Licensor the reasonable cost thereof. For the period of one year after its delivery, inherent defects in any bottle-making machine will be remedied by said Licensor without charge to said Licensee. Said Licensee and its sub-licensees may make any and all molds for the hereinbefore specified jars, upon condition that two of the first lot of merchantable jars made with such molds, differing, in any respect, from jars theretofore made by said Licensee or any sub-licensee, shall, with an authenticated identification thereof, be delivered to said Licensor before any jars made therewith shall be sold.

XIII. Ownership of Machines. All machines and other things furnished by it shall be and remain the property of said Licensor and shall not be altered or changed except by it; all amounts advanced by said Licensee or its sub-licensees therefor being royalties or license fees.

XIV. Machines at Expiration of Term. If the license hereby granted shall remain in effect throughout the term hereinafter specified, and, if extended, throughout such extension, then, from the expiration of such term, or, if extended, of the latest expiring extension thereof, and the payment in full by said Licensee and its sub-licensees hereunder of all royalties to the time of such expiration, and of all other indebtedness of it and them to said Licensor, all machines and other things furnished by said Licensor, the cost of which shall have been advanced by said Licensee or its sub-licensees shall become and be the property of said Licensee, or of the sub-licensee which shall have advanced the cost thereof.

XV. Limitation of Use. No Owens machine or revolving [fol. 19808] tank furnished by said Licensor shall, during the term of this license, be used except in cooperation with each other.

XVI. Terms. The license hereby granted is for the term beginning the first day of January, nineteen hundred and ten, from and including which date royalties, as hereinbefore provided, shall be payable, until the second day of November, nineteen hundred and twenty-four.

XVII. Improvements. So long as the license hereby granted shall remain in force, said Licensor shall furnish to and install for said Licensee and its sub-licensees hereunder, (but at the actual expense, plus ten per centum, of furnishing and installing the same,) any and all improvements, inventions, devices, processes or methods relating to the machines, processes or methods covered by the license hereby granted, to the end that said Licensee and its sub-licensees shall have the benefit, not only of the machines, inventions, processes and methods at their present stage of development, but of any improvements therein which may be hereafter secured or controlled by said Licensor; provided, however, that said Licensee or its sub-licensees shall not be required to install and pay for such improvements unless it or they shall so elect within ninety

days after notice by said Licensor to said Licensee and its sub-licensees that any such improvement has been perfected and is in operation at a place designated in such notice where said Licensee or any of its sub-licensees may inspect the same and the operation thereof. If the license hereby granted shall remain in effect throughout the full term herein specified, said Licensee and all of its sub-licensees shall, upon the expiration of such term, surrender all improvements under or contained or embodied in any then unexpired Letters Patent.

[fol. 19809] XVIII. Suits Against Licensees. If said Licensee, or any of its sub-licensees, or any officer, agent or employe of any of them, shall be sued for infringement on account of the use of machines, processes or apparatus, which are the subject of any of the Letters Patent hereinbefore mentioned, on account of the manufacture of articles hereby licensed, such Licensee or sub-licensee shall promptly notify said Licensor of such suit, and said Licensor shall, at its own cost, defend the same and hold such Licensee and sub-licensees harmless against the same, and, failing so to do, such Licensee or sub-licensee may defend at the cost of the Licensor.

XIX. Suits Against Infringers. Said Licensor will, at its own expense, diligently prosecute all infringements of any of the above mentioned Letters Patent, tending to render nugatory the monopoly hereunder. If, in any such action, so prosecuted by said Licensor, or any action defended by said Licensor, or which said Licensor has failed to defend, after due notice from a Licensee, or sub-licensee, the decision of the court of final resort shall be such as to render practically nugatory the monopoly hereunder, or if said Licensor shall fail or refuse to prosecute such infringements on due notice from said Licensee, then said Licensee may, upon surrendering and delivering to said Licensor all machines and other things theretofore furnished to it or its sub-licensees by said Licensor, for use in and about the manufacture of such jars, and paying to said Licensor all royalties therefor to the time of such surrender and delivery, terminate this agreement and the license hereby granted and said Licensor shall repay to said Licensee the amounts which said Licensee and its sub-licensees shall have advanced to said Licensor for each bottle machine then [fol. 19810] surrendered in good order and condition (ex-

cluding the cost of molds, iron work and mechanism for revolving tanks and other things not parts of such machines), after deducting therefrom a sum equal to six and two-thirds per centum per annum of the amount so advanced from and after the installation of such machine; provided that the amount of such repayment for any machine shall not in any case exceed one-half the amount so advanced for such machine (excluding the cost of such iron-work and mechanism for revolving tanks and other things); and, in such case, said Licensee and its sub-licensees shall have no further claim to such machine or other things, or against said Licensor on account thereof.

XX. Litigation. Said Licensee and its sub-licensees shall render said Licensor all proper aid and assistance in every action and proceeding involving the validity or infringement of any Letters Patent which now are, or hereafter may be, included within the terms of this agreement.

XXI. Licensee's Inventions. Said Licensee and its sub-licensees will promptly and fully, as it shall learn thereof, disclose to said Owner all inventions, improvements and discoveries of or upon, or in the use or operation of, said machines, tanks, equipment and other things herein provided to be, or which shall, at any time, be, by said Licensor furnished to said Licensee, or its sub-licensees, and said Owner shall have the right to examine and develop the same and to experiment therewith. At the election and expense of said Owner, said Licensee or a sub-licensee thereof, as the case may be, will, from time to time, cause applications for patents of the United States and foreign countries to be made therefor and to be assigned to said Owner. And all such inventions and patents shall thereupon be included [fol. 19811] within the terms of this license; provided, that if said Owner shall not, within a reasonable time after full disclosure to it concerning any such invention, improvement or discovery, elect to have applications for patents made at its expense, or if after any such application shall have been made it shall abandon the same, then, and in every such case, said Owner shall be deemed to have declined the same, and the same shall belong to such Licensee or sub-licensee without any claim of said Owner or Licensor thereto.

XXII. Limitation of Use of Product. The license hereby granted is upon the further condition that all jars manu-

factured under this license shall be for use in the United States of America only, as hereinbefore defined.

XXIII. Access to Factories. Said Licensor, by any of its officers or authorized agents shall, at any and all times during business hours, have free access to any and all factories operated by said Licensee and any and all of its sub-licensees, and ample opportunity to inspect the operation and product thereof.

XXIV. Said Licensee and each and every of its sub-licensees shall, immediately upon changing the location of any machine or other thing furnished by said Licensor, advise said Licensor definitely of the new location thereof and of the person in charge thereof.

XXV. Violations. All the rights hereunder of said Licensee or of any sub-licensee shall, at the election of said Licensor, terminate upon the violation of any of the agreements, undertakings or conditions herein contained, on the part of said Licensee or sub-licensee to be kept, performed and observed, unless within the period of ninety days after [fol. 19812] notice to it or them by said Licensor, or by any officer or authorized agent of said Licensor, each and every default, failure or omission shall have been fully remedied, removed, repaired or made good. Upon such termination such Licensee or sub-licensee shall forthwith deliver to said Licensor all machines and other things theretofore furnished it by said Licensor.

XXVI. Insurance. Said Licensee shall keep the four machines and other things furnished it at the expense of said Licensor, insured, for the benefit of said Licensor; and all amounts realized upon such insurance, in the event of loss, shall be applicable so far as may be necessary to the replacement of such machines, if such replacement is desired by said Licensee.

XXVII. Taxes and Damages. Said Licensee and all its sub-licensees shall pay all taxes upon or on account of machines and other things furnished them, respectively, by said Licensor, which may be levied, assessed or charged within the jurisdiction in which the same shall be after the delivery thereof to such Licensee or sub-licensee, and shall indemnify and save said Licensor harmless from all

damages and losses incurred by reason of any injuries sustained by any person or corporation, by reason of the operation thereof.

XXVIII. Said Licensor will oversee the installation of all machines furnished by it, and, if desired by said Licensee or any sub-licensee, will, for not less than thirty days, superintend their operation, and for that purpose will furnish two men (for day and night operation, respectively), all at the expense of the Licensee or sub-licensee requesting the same.

[fol. 19813] XXIX. Commutation of Royalties. Said Licensee may at any time within one year from the date hereof commute the royalties hereinbefore provided to be paid, by paying to said Licensor the sum of Five Hundred Thousand Dollars with interest thereon at five per cent per annum from the date hereof to the time of such payment, together with the cost of all machines which shall have been furnished to said Licensee at the cost and expense of said Licensor; less such royalties as shall have been actually paid hereunder, together with interest at five per cent per annum thereon from the respective times of the payment thereof. From and after the payment of such gross sum said Licensee shall be relieved from all liability to pay any further royalties hereunder, but this agreement shall in all other respects remain in full force and effect.

XXX. Assent of Owner. In consideration of One Dollar to it paid, the receipt whereof is hereby acknowledged, and for other good and valuable considerations to it moving, said Owner assents to the terms of this instrument and confirms the license hereby granted, thereby making the rights of said Licensee hereunder independent of any and all conditions not imposed by, or specified in, this instrument.

XXXI. Farther Assurance. Each party hereto and its successors and assigns will, upon reasonable request, make, execute and deliver all such further written instruments as may be necessary or proper to effectuate the agreements hereby made or undertaken to be made, or for more conveniently evidencing the same.

XXXII. Annulment of Former Agreement. The License Agreement heretofore entered into by and between said

[fol. 19814] Licensor, said Owner and Louis Hollweg, and thereafter by said Louis Hollweg duly assigned to said Licensee, shall, on the first day of January, nineteen hundred and ten, become rescinded and wholly annulled except in respect of obligations incurred thereunder prior to said date; the option and refusal therein granted to said Louis Hollweg being hereby rescinded.

In testimony whereof each of the parties hereto has caused its corporate name and seal to be hereunto, and to duplicates hereof, signed and affixed by its President or other duly authorized officer, and to be attested by its Secretary or Assistant Secretary.

The Owens Bottle-Machine Company. By (S.) Wm. S. Wallbridge, Treasurer. (Seal.)

Attest: (S.) F. L. Geddes, Assistant Secretary.

The Toledo Glass Company. By (S.) Wm. S. Wallbridge, President. (Seal.)

Attest: (S.) W. H. Boshart, Secretary.

Greenfield Fruit Jar and Bottle Company. By (S.) Louis Hollweg, President. (Seal.)

Attest: (S.) C. Lloyd, Secretary.

[fol. 19815] DEFENDANTS' EXHIBIT No. O-5211

Indenture made this sixteenth day of September, 1904, by and between Owens Bottle-Machine Company, a corporation duly organized under the laws of the State of New Jersey, and having its principal office at Jersey City, in said State, hereinafter termed Licensor, The Toledo Glass Company, a corporation organized and existing under the laws of the State of Ohio, and having its principal office at Toledo, in said State, hereinafter termed Owner, and Boldwin-Travis Company, a corporation duly organized under the laws of the State of New York and having its principal office at Elmira in said State, hereinafter termed Licensee.

Whereas said Owner is the owner of the following United States Letters Patent:

	Issued to:	Number	Dated	For improvement in
1.	Herman Hilde	567,236	Sept. 8, 1896,	Means for Working Glass.
2.	Toledo Glass Co.	744,006	Nov. 10, 1903,	Apparatus for the Manufacture of Glassware.
3.	do	744,007	do	Manufacture of Glassware.
4.	do	744,008	do	Apparatus for Making Hollow Glass Articles.
5.	do	744,009	do	Apparatus for Making Glassware.
6.	do	744,010	do	Machine for Making Glassware.
7.	do	759,742	May 10, 1904,	Method of Blowing Glass.
8.	do	766,768	Aug. 2, 1904,	Glass Shaping Machines

[fol. 19816] and also of the following Applications for Letters Patent of the United States, and of any Letters Patent that may issue thereon, to-wit:

	Inventor.	Serial No.	Date of Filing.	For Improvement in
1.	Wm. Emil Bock,	40,006,	Dec'r 15, 1900,	Machine for forming parisons for glass-blowing.
2.	John J. Power,	12,279,	April 10, 1900,	Apparatus for manufacture of Glassware.
3.	John J. Power,	12,278,	April 10, 1900,	Apparatus for manufacture of Glassware.
4.	do	12,280,	do	Manufacture of Glassware.
5.	do	49,429,	Mar. 1, 1901,	Manufacture of Glassware.
6.	M. J. Owens,	186,257,	Dec'r 22, 1903,	Rotary Tank.
7.	do	186,258,	do	Machine for filling Lehrs.
8.	do	192,692,	Feb'y 8, 1904,	Lehr.
9.	do	197,542,	Mar. 10, 1904,	Method of forming interiorly grooved bottle necks.
10.	Wm. Emil Bock,	188,582,	Jan'y 11, 1904,	Machine for making glass articles.
11.	do	189,572,	Jan'y 18, 1904,	Machine for making hollow glass articles.
12.	Geo. W. Graves and James Whittemore,	184,194,	Dec'r 7, 1903,	Glass gathering and shaping machine.
13.	do	198,692,	Mar. 17, 1904,	Machine for making hollow glass articles.

[fol. 19817] and expects to make, or cause to be made, applications for, and obtain, Letters Patent upon and for other inventions relating to manufacturing bottles from glass;

Whereas said Owner did, on the sixteenth day of October, 1903, grant to said Licensor the sole and exclusive right and license to practice the inventions set forth in, and to make and use the machines covered by, the said Letters Patent and any and all patents which may result from the said applications for patents, for and during the respective terms for which said patents are, or may be granted, in and throughout the United States of America, but not elsewhere, but only for use in the manufacture of glass bottles and jars and parts therefor, together with the right to

grant to others sub-licenses, and also a similar license under, and for the full term of, any and all other letters patent of the United States for or relating to blowing methods, glass-blowing machinery and the preparation of glass therefor, which, during the seventeen years next following the date of said grant, said Owner may acquire or become entitled to, in so far as such patents relate to, or are applicable to, and only for use in, the manufacture of glass bottles or jars or parts therefor;

Whereas said Licensor is about to engage in the manufacturing, or causing to be manufactured, machines and devices operating according to or embodying said inventions or some of them; and

[fol. 19818] Whereas said Licensee desires to acquire the right to use bottle-making machines and tanks and basins therefor and other machines, apparatus and devices, manufactured or controlled by said Licensor, according to or embodying said inventions, or some of them, for the purpose of making milk bottles and milk jars, upon or by the aid of such bottle-making machinery, and for no other purpose or use, and to lease the necessary bottle-making machines, tanks, basins and other machines, apparatus and devices to enable said Licensee to employ said inventions or some of them, for the purpose of manufacturing milk bottles and milk jars, and so long as it shall fully do, perform and observe all the covenants, agreements and conditions on its part to be done and performed, to remain secure in the enjoyment of such rights independently of any failure or default on the part of said Licensor or of others claiming through said Licensor:

Now, therefore, it is hereby mutually covenanted and agreed, by and between the parties hereto, as follows:

1. Said Licensor, in consideration of fifty-one thousand dollars to it paid by said Licensee, the receipt whereof is hereby acknowledged, and of, and upon condition of, the faithful performance and fulfillment of all the covenants, agreements and conditions herein contained, on the part of said Licensee to be done, performed and observed, hereby grants to said Licensee, subject to all the terms and condi-[fol. 19819] tions of this indenture, the right to use, solely for the purpose of manufacturing by or with the aid of such bottle-making machines and not in any other manner, milk bottles and milk jars in the United States, and not

elsewhere, nor for any other purpose, bottle-making machines and molds, tanks, pots, basins and other machines, apparatus and devices, manufactured by said Licensor, containing the hereinbefore mentioned inventions, or any of them, and under any and all Letters Patent of the United States that may be granted upon the application for patents hereinbefore set forth, and also any improvements and inventions which said Licensor may now have, or at any time prior to the sixteenth day of October, nineteen hundred and twenty, shall acquire, and under any and all patents of the United States upon said improvements, the right to the use whereof for the purpose aforesaid, shall during the period aforesaid, be acquired by said Licensor.

2. Said Licensor will manufacture and deliver, or cause to be manufactured and delivered, to said Licensee, at or before the time when a factory of said Licensee shall be completed ready for the installation thereof, two bottle-making machines, adapted to manufacture automatically, milk bottles or milk jars, and one complete set of molds for each of said two machines, and also to be used only with such machines and with other machines which may be furnished by said Licensor, two revolving basins for delivering [fol. 19820] molten glass to such machines, together with the mechanism and connections for rotating such basins, and will install all thereof, upon the cost of which machines and molds one thousand dollars of the sum, so as aforesaid paid by said Licensee, shall be applied, one-half thereof being applied on the cost of each machine and of the molds therefor. And said Licensee will pay to said Licensor the remainder of the amount which said two machines and the molds therefor shall cost said Licensor, including cost of installation, within two years from the installation of said machines, together with interest from the date of such installation at six per centum per annum, and will pay to said Licensor the amount which each of said basins, including their installation, shall cost said Licensor, within five days after receiving from said Licensor notice that such basin is installed and in working order.

3. Said Licensor will from time to time manufacture and deliver, or cause to be manufactured and delivered, to said Licensee, and will install, such additional like machines (each with one set of molds,) and such additional like basins, with mechanism and connections as aforesaid, all

for the uses hereinbefore specified, as said Licensee shall order, and said Licensee will pay to said Licensor the amount which the same, including installation, shall cost said Licensor, one-third of said cost, as the same may be estimated by said Licensor, at the time of giving, and as a part of, the order for each machine or basin, one-third upon [fol. 19821] the completion thereof, ready for shipment, and the remainder within thirty days after receiving from said Licensor notice that the same is installed and in working order; provided that said Licensor shall not be required to furnish, at cost, or without a reasonable profit, more than one such basin for each machine. All such machines and basins ordered by said Licensee shall be furnished by said Licensor, as promptly as said Licensor, under reasonable business conditions, and with the facilities at its disposal, can accomplish the same. And if the installation and demonstration of the operation of any machine or basin shall, because said Licensee is not ready to have the same installed or operated, or does not give said Licensor reasonable notice of such readiness, be delayed for thirty days after said Licensor shall have notified said Licensee that the machines are ready for delivery, then the full amount of such cost of such machine shall be due and payable to said Licensor at once. All machines shall be and remain the property of the said Licensor, shall be held by said Licensee as lessee, and shall be returned to said Licensor at once upon the termination of said License herein provided.

4. Said Licensor guarantees that the machines furnished by it will, when supplied with proper molten glass and facilities and properly operated, make perfect bottles, and that while such machines shall be operated to their full capacity in proper working order, the necessary cost of the labor required to do the work of the labor displaced by the machines shall not exceed ten cents per gross of milk bottles [fol. 19822] or jars of the usual form and not greater than quart size, produced.

5. Said Licensor will defend and indemnify said Licensee against all claims for infringement because of the use of its machines in the manufacture of milk bottles and milk jars, and if any suit for infringement shall be brought against said Licensee or against any one lawfully claiming under it, because of the use of said machines in the manufacture of

milk bottles or milk jars, said Licensee will immediately notify said Licensor thereof and will permit it, at its own expense, to assume and conduct the defense of said suits.

6. The license under the inventions herein given shall be for the full term of the patents issued or to be issued, unless sooner terminated by mutual agreement of the parties or by the failure of said Licensee to carry out the terms of its agreement.

7. Said Licensee hereby acknowledges the validity of the issued and to be issued patents included in this instrument, during the full respective terms thereof and accepts the license under the inventions and patents and the lease of the machines, and will accept said machines and advance the cost thereof, as hereinbefore provided. Said Licensee also agrees to build modern, up-to-date factories, for the manufacture of milk bottles and milk jars, and to equip the same with first class tanks, lehrs, gas producers and other equipment necessary for the economical manufacture of milk bottles and milk jars with the machines supplied by [fol. 19823] the Licensor, and to have the same ready to be used in connection with each machine at the time such machine is ready for delivery and installation. Said Licensee also agrees diligently to prosecute, conduct and push the business, and to make and sell as large a portion of the milk bottles and milk jars made in the United States as possible.

8. Said Licensee will pay to said Licensor, at Toledo, Ohio, a farther royalty or license fee of forty cents per gross for all milk bottles and milk jars, after the expiration of one year from the installation of said bottle-machines, manufactured by it, or by any other person or corporation under the license hereby granted or any other license or licenses which may at any time or times hereafter be granted by said Licensor to said Licensee or its assigns. Such royalty or license fee shall be paid quarterly, on the tenth day of each January, April, July and October for the quarter ending with the last preceding month. From each such payment, however, shall be deducted and retained by said Licensee one-fortieth of the amount of each advancement made by said Licensee, as hereinbefore provided, for, or on account of, cost of machines except the cost of said first two machines; and from each such payment, made

after the advancement by said Licensee, of the full amount of the cost of said first two machines, shall be deducted and retained by said Licensee three per centum of the amount advanced by said Licensee for said first two machines; [fol. 19824] until the whole of such respective advancements shall have been so deducted and retained by said Licensee; to the end that the full amount of each such advancement shall without interest be repaid to said Licensee, out of royalties within ten years after the making of such advancement.

9. Such farther royalty or license fee per gross of milk bottles or milk jars, shall not exceed one-half the expense per gross of labor in the production of such bottles or jars, respectively, by the O'Neil-Gordon or Arbogast machines so long as either of such machines shall be operated in the production of such bottles or jars to the extent of substantial and injurious competition with said Licensor's machines.

10. If, because of such competition, such royalty or license fee shall have been reduced below forty cents per gross, then upon, or at any time after, the cessation of such competition, such royalty or license fee shall be increased to a sum exceeding forty cents per gross, for so long only as shall be sufficient to reimburse said Licensor for the amount of such reduction, and upon the completion of such reimbursement shall be reduced to forty cents per gross.

11. Said Licensee agrees that from and after the expiration of said period of one year, the net annual royalty upon each and every machine for making milk bottles or jars ordered by it from said Licensor, shall amount to not less than twenty-five hundred dollars, and that the quarterly [fol. 19825] instalment of the royalties or license fees payable on the tenth day of January in any year shall not be less than the sum sufficient to make the aggregate payments of such royalties or license fees for the preceding calendar year twenty-five hundred dollars for each machine installed prior to the beginning of such calendar year, together with a pro rata amount for each machine installed during such year; provided that such minimum payable for the fractional calendar year for which such royalty is first payable shall be computed pro rata from the expiration of said period of one year to the thirty-first day of December next

thereafter; and provided farther, that for any and all periods during which the royalty per gross may be reduced, as hereinbefore provided, below forty cents, the minimum net annual royalty per machine, hereby guaranteed shall be reduced in the same ratio as the royalty per gross. But the provisions of this paragraph shall not affect the liability of said Licensee to pay royalty per gross as hereinbefore provided, for all bottles manufactured nor upon the minimum numbers of gross hereinafter specified.

12. Said Licensee will pay said Licensor royalties or license fees, as hereinbefore provided, for the year beginnig one year after the installation of said first two machines, upon not less than twenty thousand gross of milk bottles and milk jars, and for the next following year upon not less than thirty thousand gross, and for each and every year thereafter upon not less than forty thousand gross, [fol. 19826] of such bottles and jars; provided that if by fire or other casualty, occurring without fault of said Licensee, and which shall be by said Licensee remedied as promptly as practicable, said Licensee shall be prevented from using any machine for a continuous period of not less than three months from the time at which it shall have given to said Licensor due notice of such casualty, the hereby guaranteed minimum amount of the annual royalty for such machine may be ratably diminished for such period; and provided, also, that for all periods, if any, there shall be, during which, pursuant to the provisions of paragraph thirty-four hereof, any license by said Licensor to any other licensee to manufacture milk bottles and milk jars, shall be outstanding, the said minimum hereby guaranteed shall not exceed thirty thousand gross. But the provisions of this paragraph shall not affect the liability of said Licensee hereunder to pay royalty per gross, as hereinbefore provided, for all bottles manufactured.

13. Such royalties or license fees shall be computed and paid upon not less than the number of bottles and jars blown upon or by the machines. The product of any machine which shall have been equipped by said Licensor with a device or apparatus accurately registering the revolutions thereof, shall, for the purpose of computing such royalty, be conclusively determined by the number of revolutions multiplied by the number of arms upon such machine, and such royalty shall be computed thereupon, after

deducting an allowance of two per centum for working of [fol. 19827] the machines; provided that at the expiration of one year after said first two machines shall have been installed, if either said Licensor or said Licensee shall deem said allowance unfair, it may give to the other a written request for the readjustment thereof, and within one month after such request, said parties shall, by proper officers or agents, meet and endeavor to reach an amicable agreement in respect thereto, and upon failure to reach such agreement, either party may within three months after the expiration of such year, by written demand, require a determination by arbitration, as hereinafter provided, of the fair amount of such allowance. Such registering device shall be deemed a part of such machine, and shall be carefully guarded and preserved by said Licensee, who shall, by telegraph, immediately notify said Licensor of any and all accidents thereto and of any and all failures thereof to register accurately and shall, until the same be corrected, keep an accurate record of the time such machine shall be in use and of the number of bottles and jars produced thereon and shall transmit such record or a copy thereof, to said Licensor whenever requested.

14. Said Licensee will keep proper and suitable books, showing accurately and fully the length of time that each bottle-making machine not equipped with a device or apparatus accurately registering the revolutions thereof, or the device or apparatus attached to or connected with which shall be put out of order or not registering accurately, operates, each day, and the number of bottles and jars pro- [fol. 19828] duced thereon. All such books of account and all records of, and computations respecting products of machines shall at all times be open to the inspection of any officer or authorized agent of said Licensor, who shall also, at all reasonable times, have free access to any factory in which any such machine is used.

15. Said Licensee will render to the Licensor, at Toledo, Ohio, on or before the tenth day of each January, April, July and October, a statement or statements, under oath, of the number of all bottles and jars manufacured by it and by all persons and corporations claiming under it, during the quarter ending with the preceding calendar month, and will, at the same time, pay the royalty or license fee hereinbefore provided.

16. Without the consent thereto, in writing, of said Licensor, said Licensee will not, during the term of the license hereby granted, make any of the hereinbefore specified bottles or jars by the aid of any machine other than the machines furnished them by said Licensor under this License.

17. Without the consent thereto, in writing, of said Licensor, said Licensee will not, during the term of the license hereby granted, add to nor subtract from any of the said machines, basins, or other apparatus or devices furnished to it by said Licensor or which contain any improvement or invention specified in or contemplated by this agreement, any mechanism whatever, now or hereafter organized or [fol. 19829] connected therewith by said Licensor, nor make nor allow to be made any change or alteration in the same, nor interfere with the proper operation of the said machines, basins, apparatus or device or of any mechanism forming a part thereof, or attached thereto, nor remove nor deface any dates, numbers or inscriptions now or hereafter impressed thereon, or affixed thereto.

18. Said Licensee will immediately notify said Licensor when any repairs of any bottle-making machine, basin, apparatus, device or mechanism furnished it by said Licensor are needed, stating what the same may be, and said Licensor will, immediately after receiving such notice, either make such repairs as needed, said Licensee hereby agreeing to pay said Licensor the reasonable cost of all repairs made by said Licensor, or will authorize said Licensee to make or to procure others to make said repairs. All new parts or devices employed for this purpose which may be manufactured or furnished by said Licensor shall be supplied at its regular price and all other material and labor shall be furnished at the actual cost thereof to said Licensor.

19. With each machine said Licensor will furnish one set of molds therefor, the cost of which molds shall be deemed a part of the cost of the machine, to be advanced by said Licensee and subsequently repaid to it, in instalments, out of royalties, as hereinbefore provided. For additional molds, furnished by it, said Licensor may charge regular [fol. 19830] moldshop prices. The cost of such additional molds shall not be deemed a part of the cost of the machines, and said Licensee shall not be entitled to repayment of such

cost. Said Licensee may, at its election, make molds for its own use, or procure such molds from others; provided that from the first product from each mold other than those furnished by said Licensor, said Licensee shall immediately deliver to said Licensor, at its office at Toledo, Ohio, two bottles or jars, as the case may be, with a label attached to each, specifying the name and address of the manufacturer of the mold by which such bottle is produced and the date such mold is procured by said Licensee.

20. No mold, mechanism, device or other thing furnished by said Licensor or containing any inventions, the right to the exclusive use of which, in the making of the hereinbefore described bottles and jars, is now owned or hereafter shall be acquired by either said Owner or said Licensor, or by the assigns or licensees of them or either of them, shall be used otherwise than upon or in connection with machines furnished by said Licensor or in the handling, completing or finishing the product of such machines.

21. All rights, licenses and privileges, including patents and applications therefor, which said Licensee now owns or has the right to acquire, control or possess, or may, at any time hereafter acquire or have the right to acquire, own, [fol. 19831] control or possess, in and to any and all improvements, inventions and discoveries of, in or pertaining to, machines for blowing glass or for the manufacture of bottles and jars of any and all kinds, and of, in or pertaining to supplying such machines with glass, shall be transferred and belong to, and be the absolute property of, said Owner. Said Licensee and its assigns will promptly and fully, as it shall learn thereof, disclose to said Owner all such inventions, improvements and discoveries, and said Owner shall have the right to examine, develope and experiment therewith. At the election and expense of said Owner, said Licensee will, from time to time, cause application for patents of the United States and foreign countries to be made therefor and to be asigned to said Owner. All such inventions and patents shall thereupon be included within the terms of this license; provided, that if said Owner shall not, within a reasonable time after full disclosure to it concerning any such invention, improvement or discovery, elect to have applications for patents made at its expense, or if after any such application shall have been made it shall abandon the same, then, and in every such case, said

Owner shall be deemed to have declined the same, and the same shall belong to said Licensee and its assigns without any claim of said Owner or Licensor thereto.

22. Said Licensee will, upon being supplied by said Licensor with proper blanks therefor, use its best efforts [fol. 19832] to have each and every manager, superintendent, engineer, machinist and mechanic, operating, having charge of, or working upon or about, any such machine or basin, to execute, in consideration of his employment, a contract to the effect that any and all improvements upon or of any of the inventions in respect of which this license is granted and any and all inventions, improvements and discoveries intended to accomplish, in whole or in part, the same work as any of the inventions in respect of which this license is granted, which shall be by him, in whole or in part, made or invented, during the period of his employment, shall be the property of said Owner, and shall be promptly submitted to said Owner, which shall have the option to take and own the same, and that upon the election of said Owner, to take and own the same such person will, at the expense of said Owner, make application for United States and foreign patents therefor and assign such applications to said Owner which shall be the absolute owner thereof. And all such inventions and patents shall thereupon be included within the terms of this license.

23. In case of any neglect or refusal by said Licensee to perform and observe any and all of the covenants, agreements, terms and conditions in this instrument contained, said Licensor may enforce the same by any lawful proceeding, and may also give to said Licensee written notice of any such default, and that unless the same shall, within [fol. 19833] thirty days thereafter be fully repaired, removed, remedied and made good, all rights of said Licensee and of all others deriving rights through it will thereupon entirely cease and determine; and if said Licensee fails to repair and make good such default or defaults on account of which the notice is given, on or before the expiration of said thirty days, the lease and license hereby granted, and all rights hereunder of said Licensee and of all others deriving rights from it, shall be wholly at an end, and said Licensor shall be released from all its obligations herein contained; but said Licensee shall not thereby be released from liability to pay the rental or royalties at the rate

aforesaid, already accrued at the termination of the lease, nor from its acknowledgment and covenant in Clause Seven hereof as to the validity of the patents, nor from any other obligation to said Licensor accrued hereunder.

24. Upon the termination of this lease and license from any cause whatever, said bottle-making machines, basins, and other things, furnished by said Licensor, shall be released and discharged from the lease and license hereby granted, and neither said Licensee nor any one claiming under it shall have any right whatever thereto, and said Licensor shall have the sole and exclusive possession thereof, and may, by any of its officers or agents, enter the premises of the said Licensee and of any and all persons having possession of any of such machines or of any part thereof, and take or remove such machines without being deemed guilty of trespass or tort. Said Licensor may also [fol. 19834] pursue its remedies at law or in equity against the Licensee or persons in whose possession any bottle-making machines or any part thereof may be found. On a termination of this lease and license, upon either or any of the events or contingencies in this agreement specified, said Licensee shall, have no claim or right to the repayment by said Licensor, of the whole or any part of the sums which said Licensee may have paid as advances upon or for the machines or as initial rental fee or as royalties, or otherwise, under this instrument, or as consideration for the execution of the same; provided that if because the patents shall have been finally adjudged invalid, or for any reason other than those elsewhere in this indenture specified, the license hereby granted shall, without fault on the part of the Licensee or of those deriving rights under it, become ineffective or void, said Licensor shall not remove any machines from the possession of said Licensee, without first repaying or tendering to it all moneys theretofore advanced by it upon or for the cost of any machines so removed and not repaid by deductions from royalties as herein provided; but the cost of repairs shall not be included as a part of the cost of such machines.

25. No letters patent under or in respect to which license hereby is, or is intended to be, granted, shall be deemed invalid unless or until finally so adjudicated in an action [fol. 19835] or suit in which said Licensor or Owner shall have been duly made a party or shall have had due and

proper opportunity to conduct the prosecution or defense as the case may be, in and by the Court of last resort, to which such action shall be taken by appeal or otherwise.

26. Said Licensee will, at its own expense, keep all the machines and basins which it shall obtain from said Licensor fully insured for the benefit of said Licensor, in insurance companies to be approved by it, provided that insurance of machines for the cost of which the amounts advanced by said Licensee to said Licensor shall not have been fully repaid, as hereinbefore provided, may be insured for the benefit of both said Licensor and said Licensee as their interests may appear.

27. The words "milk bottles" and "milk jars", in this instrument designate only wide mouthed bottles and semi-wide mouthed jars to be used for bottling milk, either liquid or condensed, and cream therefrom, and in distributing such milk and cream from dealer to consumer, the usual types of such bottles or jars being shown, in quart and pint sizes, in the drawings or prints hereto attached, marked "Exhibit A" and "Exhibit B", respectively, and made parts hereof; provided that such bottles and jars may also be manufactured for use by dealers in milk for bottling non-carbonated water and for distributing the same from dealer to consumer; it being understood that, as an incident to their [fol. 19836] business, many distributors of milk also distribute to their customers spring water in bottles identical with those used by them for milk, and it being hereby intended to include in the license hereby granted, such bottles for such use. And the license hereby granted is only for such bottles and jars and for their use only for the purposes aforesaid and does not include any other use of such bottles or jars or the right to manufacture any other kinds of bottles or jars, or such bottles for mineral water, carbonated liquids, beer, wines, liquors, prescriptions, proprietary goods, or any narrow-necked bottles, or any bottles or jars for fruits, jellies, pickles, vegetables and their products, goods put up in liquor, powders and other non-liquid goods, packers goods or for table use, etc.

28. Said Licensor may at any time, upon adapting the molds therefor, require that all bottles manufactured under the license hereby granted be stamped with some brief inscription designating the uses for which the same are authorized.

29. If said Licensee, or any one by its authority using any of the machines, basins or other things furnished by said Licensor shall, without the written consent of said Licensor, use any of such machines, basins or other things, for any other purpose than for the manufacture of milk bottles or milk jars, said Licensor may, at its option, cancel this lease and license, and may take possession of all the [fol. 19837] said machines; and all rights hereunder of said Licensee and of those claiming under it shall thereupon cease, determine and lapse; or said Licensor may proceed against such unlawful use of said machines as an infringement of the patents under which this license is furnished.

30. If during the continuance of this license agreement, other competing machines shall be devised and put into use, in competition with said Licensee, which manufacture milk bottles and milk jars as cheaply as the machines and processes of said Licensor, royalties being included as part of the manufacturing cost, then the amount of royalty payable hereunder by said Licensee shall be equitably adjusted to meet the new conditions created, unless said Licensor shall, within a reasonable time, procure to said Licensee the right to use such competing machines, or otherwise relieve it from any loss thereby occasioned. If said Licensor and Licensee shall be unable to arrive at a satisfactory adjustment of the license fees, either of said parties may require a determination thereof by arbitration, as hereinafter provided. The agreements herein contained, on the part of said Licensee, to pay royalties as, and upon the minimum numbers of gross, hereinbefore specified, shall apply to any and all machines used by said Licensee pursuant to right procured by said Licensor, and to the product of such machines.

31. Michael J. Owens, vice president of said Licensor, or some other person designated by said Licensor, or by [fol. 19388] its president, and satisfactory to said Licensee, shall, at the reasonable cost of said Licensee, oversee and superintend the construction and equipment of the factories of said Licensee, including buildings, furnaces, machinery and other things, in accordance with plans and specifications which shall have been approved by the Licensee.

32. Said Licensor will also, at the reasonable expense of said Licensee, provide a factory man to superintend the

operation of the said first two machines furnished by said Licensor to said Licensee for at least six months after their installation.

33. Said Licensee shall not grant any sub-licenses or confer upon any other person or corporation any right or authority to use said machines or basins or to practice any of the inventions which it is hereby authorized to practice, except only that, upon giving said Licensor written notice thereof, said Licensee may contract with or employ others to manufacture, for said Licensee and for its account, milk bottles and milk jars, or by the aid of such machines, basins and inventions, in which case such contractors shall be deemed the agents and employes of said Licensee within the meaning of this agreement.

34. Said Licensor retains the right, at its election, to grant to one other Licensee (and upon the discontinuance [fol. 19839] of its license to grant to another, and so on successively, so that a license may be at all times outstanding in addition to that hereby granted,) a license to manufacture milk bottles and milk jars upon conditions and terms no more favorable to the Licensee than those granted to said Licensee hereunder, except that such grant may be upon such initial cash consideration as said Licensor may fix. And said Licensor shall, as it shall collect the same, pay to said Licensee hereunder, twenty-five per centum of the amount of all royalties per gross realized by it from such other Licensee.

35. Upon receiving from said Licensor written notice of any and all licenses by it granted pursuant to the provisions of paragraph thirty-four hereof, said Licensee will endeavor to agree with the new Licensee upon the minimum selling price below which milk bottles and milk jars, so long as the same shall be manufactured by two licensees of said Licensor, shall not be sold by such licensees, and upon effecting such agreement, will give said Licensor immediate notice of such minimum prices. If said Licensees shall not within one month after said Licensee shall have received from said Licensor written notice of the granting of such license, agree upon such minimum prices, said Licensor may fix the same and shall give to each licensee written notice of the prices so fixed. And after minimum prices shall have been so established, either by an agreement between licensees or by said Licensor, said Licensee will

[fol. 19840] not, so long as any license by said Licensor to manufacture milk bottles and milk jars other than that hereby granted, shall be outstanding, sell any milk bottles or milk jars for less than such minimum prices. Any license granted by said Licensor to any other Licensee shall impose a like duty upon such other licensee.

36. Each party hereto will, and its and their successors and assigns shall, upon reasonable request of the other parties hereto, their successors or assigns, or either of them, from time to time, execute and deliver to it or them all such further grants, licenses and written agreements as may be necessary or proper to effectuate the grants hereby made or contracted to be made, or for more conveniently evidencing the same.

37. Any difference or disputes arising between said Licensee, on the one part, and either said Licensor or said Owner, on the other part, shall, at the request of either party thereto, be determined by three arbitrators, who shall be chosen one by each party thereto and the third by the two so chosen. The written decision or award of a majority of said arbitrators shall be final and conclusive.

In testimony whereof, said Owens Bottle-Machine Company has caused its corporate name and seal to be hereunto signed and affixed by Edward D. Libbey, its President, and [fol. 19841] to be attested by Frederick L. Geddes, its Secretary, said The Toledo Glass Company has caused its corporate name and seal to be hereunto signed and affixed by John Cummings, its President, and to be attested by Frank D. Suydam Jr., its secretary, and said Baldwin-Travis Company has caused its corporate name and seal to be hereunto signed and affixed by (S.) Francis E. Baldwin, its President, and to be attested by (S.) Casper G. Decker, its Secretary.

Owens Bottle-Machine Company. By (S.) Edward D. Libbey, President. (Seal.)

Attest: (S.) Frederick L. Geddes, Secretary.

The Toledo Glass Company. By (S.) John Cummings, President. (Seal.)

Attest: (S.) F. D. Suydam Jr., Secretary.

Baldwin-Travis Company. By (S.) Francis E. Baldwin, President. (Seal.)

Attest: (S.) Casper G. Decker, Secretary.

[fol. 19842] DEFENDANTS' EXHIBIT No. O-5212

Agreement, made this twenty-eighth day of May, 1908, by and between The Owens Bottle Machine Company, a corporation duly organized under the laws of the State of Ohio, and having its principal office at Toledo, in said State, hereinafter termed "Licensor"; The Toledo Glass Company, a corporation organized and existing under the laws of the State of Ohio, and having its principal office at Toledo, in said State, hereinafter termed "Owner"; and, Thatcher Manufacturing Company, a corporation organized and existing under the laws of the State of New York, and having its principal office at Elmira, in said State, hereinafter termed "Licensee".

Whereas, said Licensor and said Owner have heretofore entered into an indenture or agreement bearing date the sixteenth day of September, 1904, with Baldwin-Travis Company, a corporation organized under the laws of the State of New York, as Licensee, which last named corporation has since become merged and consolidated with and into said Licensee, which now has all the rights of said Baldwin-Travis Company; and

Whereas, said Licensee desires to have the license which, by virtue of said agreement, it now enjoys, converted into an exclusive license for the purpose of making milk bottles [fol. 19843] and milk jars as in said agreement specified and for no other purpose:

Now, therefore, it is hereby mutually covenanted and agreed by and between the parties hereto as follows:

I. Said Licensor, in consideration of Fifty thousand dollars ($50,000.00) and other considerations to be paid by said Licensee, the receipt whereof is hereby acknowledged, and of, and upon the condition of the faithful performance and fulfillment of all the covenants, agreements and conditions contained herein and in the said Agreement, dated September 16, 1904, as in and by this agreement modified and changed, hereby grants to said Licensee the sole and exclusive right to use—but solely for the purpose of manufacturing by or with the aid thereof and not in any other manner, milk bottles and milk jars, in the United States, but not elsewhere nor for any other purpose—bottle-making machines, tanks, pots, basins and other machines, apparatus and devices manufactured by said

Licensor, containing the inventions or any of them, mentioned in said agreement of September 16, 1904, and under any and all letters patent of the United States which have been or may be granted upon the applications for patents in said Agreement set forth, and also any improvements and inventions which said Licensor may now have, or at any time prior to the 16th day of October, 1920, shall acquire, and under any and all patents of the United States [fol. 19844] upon said improvements, the right to the use whereof, for the purpose aforesaid, shall during the period aforesaid, be acquired by said Licensor.

II. Royalties upon bottles and jars manufactured prior to December 1, 1908, shall be computed and paid as in said Agreement of September 16, 1904, provided.

III. For and in respect of all operations and products from and after December 1, 1908, the paragraphs numbered, eight, nine, ten, eleven, twelve, thirteen, fourteen fifteen, thirty-one, thirty-four and thirty-five in said Agreement of September 16, 1904, are hereby cancelled, annulled and repealed, and, in lieu thereof the following paragraphs numbered eight, nine, ten, eleven, twelve, thirteen and fourteen are substituted.

8. Said Licensee will pay said Licensor, at Toledo, Ohio, a farther royalty or license fee of Sixty hundred dollars (6,000) per annum for each and every bottle-making machine, whether in use or not, installed in its factory or upon its order or request.

9. Said royalty shall be computed upon the four machines heretofore installed in the factory of said Licensee from the first day of December, 1908, and upon every other machine from the date of its installation and operation, and shall be [fol. 19845] payable quarterly on the tenth day of each March, June, September and December, for the period ending the last day of the month preceding such payment.

10. If, however, by business depression said Licensee shall be prevented from using any machine for a continuous period of not less than three months from the time at which it shall have given to said Licensor due notice of such depression, the royalty for such machine shall be ratably diminished for such period.

11. On or before January 1, 1909, or as soon thereafter as practical, said Licensee will install and thenceforward operate not less than two additional bottle-making machines with the necessary accessories and equipment therefor, and will order the same from said Licensor in ample time to enable said Licensor to manufacture the same ready for installation prior to said date.

12. For the period beginning the first day of December, 1908, said Licensee will pay said Licensor the royalties or license fees amounting to Six thousand dollars ($6,000) for each of six machines installed, per annum; subject, however, to reduction as specified in the paragraph numbered *ten* above, and provided that if said two machines to be hereafter installed shall not have been installed prior to the first day of December, 1908, royalties or license fees [fol. 19846] shall be computed thereon only from the date of their installation and operation; but such royalty shall be computed and paid thereon from the first day of January, 1909, whether installed and in operation or not.

13. The cost of machines, mechanism, connections and other things, paid and to be paid by said Licensee, as provided in paragraphs numbered two and three in said Agreement of September 16, 1904, is also a part of the royalties; and said Licensee shall not be entitled to deduct, or to the repayment of, any part thereof, except only from the payment of the royalties computed pursuant to said Agreement to December 1st, 1908.

14. From and after one year from the date of installing and operating of the two additional machines, said Licensee will install at least two more machines for each succeeding year until they have, in all, ten machines in operation; provided, however, that if said Licensee deems it inadvisable in any one year to install such machines and the said Licensor does not desire to waive their rights to have such machines installed, then the same shall be referred to a board of arbitration, as provided for in paragraph thirty-seven of the Agreement of September 16, 1904.

[fol. 19847] 15. In all other respects said agreement bearing date the 16th day of September, 1904, is confirmed.

In Witness Whereof, said The Owens Bottle Machine Company has caused its corporate name and seal to be

hereunto signed and affixed by Edward D. Libbey, its President, and to be attested by William H. Boshart, its Assistant Secretary; said The Toledo Glass Company has caused its corporate name and seal to be hereunto signed and affixed by William S. Walbridge its President, and to be attested by William H. Boshart, its Secretary; and said Thatcher Manufacturing Company has caused its corporate name and seal to be hereunto signed and affixed by Francis E. Baldwin, its President, and to be attested by James M. Randall, its Treasurer.

The Owens Bottle Machine Company By (Signed) E. D. Libbey, President.

Attest:

(Signed) William H. Boshart, Asst. Secretary. (Seal.)

The Toledo Glass Company By (Signed) Wm. S. Walbridge, President.

Attest:

(Signed) William H. Boshart, Secretary. (Seal.)

Thatcher Manufacturing Company By (Signed) Francis E. Baldwin, President.

Attest:

(Signed) J. M. Randall, Treasurer. (Seal.)

[fol. 19848] DEFENDANTS' EXHIBIT No. O-5213

Muncie, Ind. Jan. 23, 1915.

Owens Bottle Machine Company, Toledo, Ohio

Toledo Glass Company, Toledo, Ohio

Gentlemen:

The undersigned, Greenfield Fruit Jar & Bottle Company desires, as a part of the sale of its plant and other property to the undersigned Ball Brothers Glass Manufacturing Company, to sell and assign to said last named Company the sole and exclusive license created by contract between you and said Greenfield Fruit Jar & Bottle Company dated November 17, 1909, and hereby asks you to give your consent and approval to the making of such an assignment.

The assignment will be made subject to the various terms and conditions of the license agreement, which said Ball

Brothers Glass Manufacturing Company will, in consideration of such assignment, agree to observe and perform; and a copy of the assignment and acceptance thereof will [fol. 19849] be sent to you when executed.

Very truly yours,

Greenfield Fruit Jar & Bottle Company By F. C. Ball, Pr. Ball Brothers Glass Manufacturing Company, F. C. Ball, Pr.

Toledo, Ohio, January—1915.

We hereby consent to and approve the making of the assignment mentioned in the foregoing letter.

Owens Bottle Machine Company By Clarence Brown, Vice-Prest. Toledo Glass Company By A. E. Fowle, Vice Prest.

[fol. 19850] DEFENDANTS' EXHIBIT No. O-5214

License Agreement between The Toledo Glass Company, Licensor, and The Owens Bottle-Machine Company, Licensee.

Indenture made this second day of July, 1917, by and between The Toledo Glass Company, hereinafter termed "Licensor," a corporation duly organized under the laws of the State of Ohio and having its principal office at Toledo, in said State, and The Owens Bottle-Machine Company, hereinafter termed "Licensee," a corporation duly organized under the laws of the State of Ohio and having its principal office at Toledo, in said State,

Witnesseth: Whereas Licensor has heretofore entered into a certain license agreement with Owens Bottle-Machine Company, a corporation organized under the laws of the State of New Jersey, bearing date the 16th day of October, 1903, which said agreement was thereafter, by said Owens Bottle-Machine Company, with the consent of Licensor, assigned to Licensee; and

[fol. 19851] Whereas said Licensee thereafter obtained an enlargement of the rights granted to it in and by said agreement by a certain license agreement between Licensor and Licensee bearing date the 25th day of February, 1915,

and now desires to obtain a further enlargement of its rights under and by virtue of the two license agreements above recited;

Now, Therefore, in consideration of the sum of forty thousand dollars ($40,000) by Licensee paid to Licensor, the receipt whereof is hereby acknowledged, and upon condition of the full and complete performance and observance by Licensee of all the conditions, promises, undertakings and agreements on its part to be performed and observed, contained in said license agreement, bearing date the 16th day of October, 1903, and in this indenture, respectively, it is hereby covenanted and agreed by and between the parties hereto as follows, to-wit:

1. License: Licensor hereby grants to Licensee, subject to all of the terms and conditions of said agreement dated the 16th day of October, 1903, and of this indenture, an exclusive license to use, in and throughout the United States of America, Hawaii, Porto Rico and the Philippines, but not elsewhere, Owens bottle-making machines and all other things covered by the letters patent specified or referred to in said license agreement of October 16, 1903, in the manufacture of all glassware of every kind, type, character and description, now or hereafter manufactured by means of said machines and other things, or in or to the manufacture of which said machines and other [fol. 19852] things, or any of them, are now or may hereafter become usable or adaptable, subject, however, to the rights of all licensees to whom non-exclusive licenses have been heretofore granted by Licensor and are now in effect, and excepting all kinds and types of glassware, for the manufacture of which by means of said machines and other things, exclusive licenses have been heretofore granted by Licensor to others, and are now in effect, including the following, to-wit:

(a) Tumblers manufactured by a process other than that of gathering molten glass by suction, forming it into a tumbler by means of a mold, then, after annealing, cutting off the top and grinding and fire-finishing the edge; the sole and exclusive right to manufacture such ware, except by the process aforesaid, having been heretofore granted by Licensor to Hazel-Atlas Glass Company by a license agreement dated February 15, 1915.

(b) Lubricating oil cups, lubricating oil cylinders, chimneys, shades, globes, reflectors and such other articles as are for use or may be manufactured for use in artificial lighting (except bulbs for incandescent electric lamps); the sole and exclusive right to manufacture such ware having been heretofore granted by Licensor to Macbeth-Evans Glass Company by license agreement dated July 1, 1899.

[fol. 19853] (c) Electric glassware, bulbs and tubing, railroad lantern globes and semaphore lenses, cut and engraved glassware and blanks for the manufacture of cut glassware; the sole and exclusive right to manufacture such ware having been heretofore granted by Licensor to The Libbey Glass Company by license agreement dated January 26, 1905.

(d) Large sized hollow glass articles having a minimum capacity of four (4) gallons, other than bottles and jars; the sole and exclusive right to manufacture such ware having been heretofore granted by Licensor to Illinois Glass Company by a license agreement dated October 29, 1916, to which agreement Licensee is also a party.

Provided that, if and whenever any exclusive license heretofore granted by Licensor and now in effect shall be terminated, whether by expiration of the term thereof, or for any other cause or reason whatsoever, the kinds and types of glassware therein described, named and included, and which were, during the term of said exclusive license, excepted from this license, shall thereupon and thereby, without further demand or action on the part of Licensee and Licensor, be included in this license, and this license shall thereupon and thereby become an exclusive license to manufacture such kinds and types of glassware, in ad-
[fol. 19854] dition to the other kinds and types of glassware, the manufacture of which by Licensee is hereby authorized.

Licensor further grants to Licensee a similar license under and for the full term of any and all other letters patent of the United States for or relating to methods, processes, machinery, appliances or devices, for or usable in, or in connection with, blowing glass, the preparation of glass therefor, or the manufacture of glassware, which, during the term of this agreement, said Licensor may

acquire or become entitled to, insofar as said patents relate or are applicable to or usable in the manufacture of glassware of the kind, type and character, the manufacture whereof, by Licensee, is hereby authorized.

2. Sub Licenses: The license hereby granted is assignable, and Licensee may, at its option, grant to others sublicenses or other rights hereunder.

3. Term: If and so long as all the covenants and conditions in this instrument contained on the part of Licensee to be performed, fulfilled and observed, shall be by it faithfully performed, fulfilled and observed, this license shall be and remain in full force and effect until the expiration of the latest expiring letters patent of the United States, whether heretofore or hereafter issued, now owned or hereafter acquired by said Licensor, its successors or assigns.

[fol. 19855] 4. Assignment of Existing Licenses: In further consideration of the aforesaid payment, Licensor hereby sells, transfers and assigns to Licensee all its right, title and interest in and to each and every of the following license agreements, together with all rentals, royalties or other payments due and payable to it by the respective Licensees therein named, in respect of all ware manufactured by them thereunder, on and after the 2nd day of July, 1917, to-wit:

(a) License agreement between Licensor and Licensee, dated February 25, 1915, granting to Licensee the exclusive right to manufacture oil and gasoline containers to be used in conjunction with or as a part of oil or gasoline stoves.

(b) License agreement between Licensor, Licensee and D. C. Jenkins Glass Company, dated July 17, 1912, whereby the said D. C. Jenkins Glass Company was granted a non-exclusive right to manufacture, by the machines and other things above described, jugs, molasses cans, lamps, lamp founts and table ware, and an exclusive right to manufacture tablet jars, display jars and fish globes.

(c) License agreement of October 29, 1916, between Licensor, Licensee and Illinois Glass Company, whereby said Illinois Glass Company was granted the exclusive right to manufacture, by the machines and other things

[fol. 19856] above described, large sized bottles, demijohns, carboys and other hollow glass articles having a minimum capacity of four (4) gallons.

5. This Agreement Supplemental: As between the parties hereto, this agreement is supplemental to said license agreement of October 16, 1903, the provisions whereof shall be and remain applicable hereto, except as hereinafter provided and except as to the specific kind of ware to be made and the term of license, the term of said license agreement of October 16, 1903, being hereby expressly extended until the expiration of the latest expiring letters patent of the United States, whether heretofore or hereafter issued, now owned or hereafter acquired, by Licensor, its successors or assigns.

6. Section 1 of Original License Rescinded: Section 1 of said license agreement of October 16, 1903, reading as follows:

"Said first party will, at its own cost and expense, defend any and all actions and suits which may be brought against said second party, its assigns or licensees, upon claims of infringement of patents owned by others by the use or ownership of methods or machines containing any invention specified in the patent or in any of the applications for patents hereinbefore enumerated, and may, at its option, defend any like actions or suits alleging infringement by the use of methods or machines specified in any patents or applications for patents which may be hereafter acquired by it. Should it elect not to defend any such last mentioned action or suit, it will so notify said [fol. 19857] second party, which may then, at its own cost and expense, defend the same," is hereby expressly abrogated and rescinded.

7. Section 3 of Original License Amended: Section 3 of said license agreement of October 16, 1903, is hereby amended to read as follows:

"Said second party will, at its own cost and expense, prosecute any and all infringements of any patents, whether heretofore or hereafter issued or applied for, under which a license is, or, pursuant to the provisions hereof, shall be, granted, insofar as such infringements affect or relate to the use of any of said inventions, in the

manufacture of the ware which second party is authorized and licensed to manufacture hereunder, or parts therefor, provided that, if, for thirty (30) days after written request by said first party so to do, said second party shall fail to begin proper action or suit to suppress any such infringement, or shall not promptly, diligently and effectively prosecute any such action or suit, then, and in every such case, said first party may prosecute the same, at the cost and expense of the second party."

8. Further Assurance: Each party hereto, and its successors and assigns, will, at the reasonable request of, and at the expense of, the other party hereto, its successors and assigns, execute and deliver all such further written instruments as may be necessary or proper to effectuate the agreements hereby made or undertaken to be made, or for more conveniently evidencing the same.

In Witness Whereof the parties have hereunto caused [fol. 19858] their corporate names to be subscribed and their corporate seals to be affixed, on the day and year first above written.

The Toledo Glass Company, by (Signed) Clarence Brown (Seal.) Vice-President

Attest:- (Signed) W. H. Boshart, Ass't Secretary.

The Owens Bottle-Machine Company, by (Signed) M. J. Owens, (Seal.) Vice-President

Attest:- (Signed) F. L. Geddes, Secretary.

7/20/17

[fol. 19859] DEFENDANTS' EXHIBIT No. O-5215

Agreement made this 22nd day of July, 1930, between Owens-Illinois Glass Company, (formerly known as The Owens Bottle-Machine Company, and later known as The Owens Bottle Company, but being under the three names the same corporation), a corporation of Ohio with its principal place of business at Toledo, Ohio, hereinafter for convenience sometimes called "Owens Company", of the first part, and Thatcher Manufacturing Company, a corporation of New York, with its principal place of business at Elmira,

New York, hereinafter for convenience sometimes called "Thatcher Company" of the second part;

Witnesseth: Whereas under date of September 16, 1904, Owens Bottle Machine Company, a corporation of New Jersey, as Licensor, granted to Baldwin-Travis Company, a corporation of New York, a license for the manufacture of milk bottles and milk jars by the aid of certain inventions protected by patents of the United States, in which license The Toledo Glass Company, as owner of certain of said patents concurred; and

Whereas Owens Company has, by assignment, acquired all of the right, title and interest of said Owens Bottle-Machine Company and of said The Toledo Glass Company [fol. 19860] in and under said license, as amended from time to time, and Thatcher Manufacturing Company, by assignment, has become possessed of all the rights of Baldwin-Travis Company under said license, as from time to time amended; and

Whereas the parties now desire that the several liabilities of the parties, each to the other, under said license be settled and composed, and that said license be surrendered and cancelled;

Now, Therefore, in consideration of the premises, and of the mutual covenants and agreements hereinafter set forth, it is hereby agreed as follows:

1. Thatcher Company has heretofore scrapped and destroyed certain of the machines acquired by it under said license and will forthwith scrap and destroy all the remainder of the machines so received by it.

2. Thatcher Company has, upon the execution of this agreement, paid to Owens Company all royalties due or payable under said license to and including the first day of July, 1930, receipt of which is hereby acknowledged by Owens Company.

3. Said license agreement, as from time to time amended, and all other agreements between Thatcher Company and Owens Company for the use of inventions and/or machines for the manufacture of bottles and jars are hereby cancelled as of the first day of July 1930.

[fols. 19861-19862] 4. All claims of each party hereto against the other have been and are hereby discharged and cancelled.

In Witness Whereof the parties have hereunto caused their respective corporate names and seals to be affixed on the day and year first above written by their respective Presidents or Vice Presidents and attested by their respective Secretaries or Assistant Secretaries duly authorized in the premises.

Owens-Illinois Glass Company, By Wm. E. Levis, President. (Seal.) Attest: John H. McNerney, Secretary.

Thatcher Manufacturing Company, by R. W. Niver, President. (Seal.)

Attest: F. L. Collins, Secretary. H.

[fol. 19863] DEFENDANTS' EXHIBIT No. H-5321

Nagle Lehr Agreement

between

Hartford-Empire Company

and

Thatcher Manufacturing Company

This Agreement made this 6th day of December, 1937, to take effect January 1, 1938, between Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut (hereinafter called "Hartford") and Thatcher Manufacturing Company, a corporation of New York, having its principal place of business at Elmira, New York (hereinafter called "Thatcher"),

Witnesseth That:

Whereas Thatcher has manufactured and has now in its possession and owns fourteen (14) lehrs for annealing or decorating glassware, more specifically described in Schedule A annexed hereto, (hereinafter referred to as "Nagle Lehrs") which Hartford considers are covered by certain United States patents owned by Hartford,

Whereas Thatcher contemplates the construction and use of additional Nagle Lehrs,

Whereas there is outstanding between the parties hereto a certain General Lehr Agreement dated December 1, 1925,

which was renewed and amended by an Agreement Renewing General Lehr Agreement dated November 18, 1936, [fol. 19864] (said General Agreement as so renewed and amended being hereinafter referred to as "the General Agreement"), and

Whereas, the parties desire to settle their controversy as to possible infringement of Hartford's patents by said Nagle Lehr by providing for the transfer of title to said Nagle Lehrs and the licensing and leasing of said fourteen and additional Nagle Lehrs under said General Agreement,

Now, Therefore, in consideration of the premises and of the covenants hereinafter set forth, the parties agree as follows:

Section 1—*Transfer of Title to the Nagle Lehrs.* Thatcher hereby sells, assigns and transfers to Hartford all its right, title and interest to and in said Nagle Lehrs. Thatcher agrees to execute such further instruments as may be necessary to Hartford to evidence such transfer of title.

Section 2—*Establishment of a Credit.* In consideration of the foregoing transfer of title Hartford agrees to establish in the favor of Thatcher a credit of Twenty-Thousand Dollars ($20,000). Thatcher or Olean Glass Company, a corporation of New York, with its principal place of business at Olean, N. Y., so long as Olean Glass Company remains a wholly owned subsidiary of Thatcher, shall be entitled at any time prior to January 1, 1941, to use any or all of said credit, then outstanding and unused, in obtaining by way of license and lease from Hartford at its standard license fees, Hartford Single Feeders, or Hartford Individual Section Machines or Hartford Lehrs, Stackers or Conveyors. It is expressly recognized, however, that none [fol. 19865] of said credit shall be used in lieu of payment of any production or minimum royalties which have accrued or may accrue at any time under contracts outstanding between Hartford and Thatcher and/or Olean.

Section 3—*Licensing and Leasing of Nagle Lehrs.* Said Nagle Lehrs shall be licensed, leased, owned, held, used, operated, cared for and returned, subject to all the provisions of said General Agreement except as may otherwise be provided below. The provisions of said General Agreement shall be applied to said Nagle Lehrs as follows:

Section 1—*Supplying Leers*—shall not be applicable to said Nagle Lehrs.

Section 2—*Licenses*—(which specifies a form of individual license) shall apply to said Nagle Lehrs and said lehrs, together with any changes and additions thereto, shall be included in the term "leased machinery" therein used except as otherwise provided herein.

Section 3—*Extent of License*—shall be applicable without change.

Sections 4 & 5 relating to installation shall not be aplicable.

Section 6—*Term;* Section 7—*Licensor Retains Title;* Section 8—*Place and Nature of Use;* and Section 9—*Prohi-*
[fol. 19866] *bition of Assignment*—shall all be applicable without change.

Section 10—*Changes, Additions and Improvements:*
Paragraph (a) shall not be applicable.
Paragraph (b) shall be applicable except that Licensor (Hartford) shall not be obligated to furnish parts needed to apply to said Nagle Lehrs, the improvements referred to in this section.

Section 11—*Royalties—Minimum Royalties—Reports* shall be applicable without change.

Section 12—*Insurance* shall be applicable.

Section 13—*Operation of Machinery*—shall not be applicable but shall be replaced by the following:
Licensee (Thatcher) shall be entitled to make such repairs to, and/or replacement of parts of, said Nagle Lehrs as it shall desire and without obtaining approval from Licensor (Hartford), Provided, however, that no changes shall be made in said Nagle Lehrs which shall constitute substantial changes from the construction thereof as described in Schedule A annexed hereto, without first obtaining approval in writing from Licensor.
Licensee also shall be entitled to discontinue permanently
[fol. 19867] or otherwise, the operation of any of said Nagle Lehrs or to scrap any of said lehrs at any time it shall desire to do so, Provided, however, that such discontinuance of operation or scrapping shall not relieve Licensee of its obligation to pay to Licensor the minimum royalty specified in Section 11 except as may otherwise be provided

in Section 18 for the revocation of any license by Licensee upon payment of commuted royalty to Licensor.

Licensee shall not remove or deface any plates, numbers, or inscriptions placed on said Nagle Lehrs by Licensor.

Section 14—*Inherent Defects*—shall not be applicable.

Section 15—*Acknowledging Validity of Patents*—shall be applicable to said Nagle Lehrs amended, however, by omitting the proviso relating to Nagle Lehrs added thereto by Section 5 of said Renewal Agreement dated November 18, 1936, which proviso is hereby cancelled.

Section 16—*Suits for Infringement*—shall be applicable without change.

Section 17—*Right of Revocation* and Section 18—*Commutation of Royalties*—shall be applicable without change.

[fol. 19868] Section 19—*Re-Possession of Machinery*—shall be applicable with this proviso: Provided, however, that Licensor shall not upon the termination of any license hereunder be obligated to return any Nagle Lehr included in "leased machinery" if Licensee shall scrap any such Nagle Lehr and shall furnish to Licensor an affidavit duly signed by authorized officer certifying to the substantial destruction of such Lehr. The proceeds from the disposal of parts of said lehrs as scrap after such destruction may be retained by Licensee.

Section 20—*Inspection;* Section 21—*Fire Loss;* and Section 22—*Waiving the Conditions*—shall be applicable without change.

Schedules A and B are not applicable.
Schedule C shall be applicable without change.

It is understood that any Section referred to in another Section, shall be applied to said Nagle Lehrs as the Section or Sections so referred to may be modified above.

Section 4—*Construction of Additional Nagle Lehrs.* Thatcher shall have the right to construct additional lehrs of the types described in Schedule A annexed hereto or of types substantially similar. Upon completion of any such additional Nagle Lehr, Thatcher shall at once notify Hart-[fol. 19869] ford in writing as to the number and location

of such lehr, shall execute proper documents transferring to Hartford title to such lehr and shall execute a license for said lehr in the form specified in Section 2 of said General Agreement. Thereupon said additional lehr shall be licensed, leased, owned, held, used, operated, cared for, and returned subject to all the provisions of said General Agreement applicable to "leased machinery" as modified by this agreement to apply to Nagle Lehrs.

Section 5—*Right of Substitution.* Thatcher shall have the right at any time prior to January 1st, 1944 to substitute a Hartford Lehr for each of said Nagle Lehrs and upon such substitution shall discontinue promptly the use of the lehr for which the substitution was made. Upon such substitution, Thatcher agrees to return at once to Hartford said lehr for which substitution was made or to scrap said lehr in the manner herein before provided. Thereupon Thatcher shall be relieved from any further obligations for royalties of any sort thereafter accruing on said lehr so substituted for, discontinued and returned or scrapped. Such Hartford Lehr shall be leased, and the use thereof licensed, under the provisions of said General Agreement.

In Witness Whereof, Hartford and Thatcher have hereunto set their hands and seals, acting herein by their respec-
[fols. 19870-19874] tive officers duly authorized therefor.

Hartford-Empire Company, by F. Goodwin Smith, President, Arthur T. Safford, Jr., John R. Hobson.
Thatcher Manufacturing Company, by R. W. Niver, President, W. C. Mandeville, F. L. Collins.

[fol. 19875] DEFENDANT'S EXHIBIT No. H-5335

Sales Agreement

This Agreement, made this 7th day of February, 1935, between Samuel Mallinger, Emanuel Mallinger and Benjamin Mallinger, all of the city of Pittsburgh, County of Allegheny and State of Pennsylvania, parties of the first part, and Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hart-

ford, Connecticut, (hereinafter called "Hartford"), party of the second part,

Witnesseth That

Whereas, the said Samuel Mallinger, Emanuel Mallinger and Benjamin Mallinger formerly controlled and operated Reliance Glass Company, a corporation of the State of Pennsylvania, which corporation owned and operated two certain glass feeders known as "Miller" feeders, the said Reliance Glass Company being now in process of being dissolved and a division of the assets of the said Reliance Glass Company having been made among the parties of the first part, according to which the said Samuel Mallinger is now the owner of the said two glass feeders, and

Whereas, Hartford has heretofore notified the said Reliance Glass Company that the use of the said "Miller" glass feeders constituted infringement of the following United States Letters Patent owned by Hartford:

[fol. 19876]

Steimer	Patent No.	1,564,909,	dated	Dec.	8, 1925
Peiler	" "	1,573,742,	"	Feb.	16, 1926
Soubier	" "	1,574,709,	"	Feb.	23, 1926
Ferngren	" "	1,574,739,	"	Feb.	23, 1926
Peiler	" "	1,611,062,	"	Dec.	14, 1926
Tucker & Reeves	" "	1,654,710,	"	Jan.	3, 1928
Peiler	" "	1,655,391,	"	Jan.	3, 1928
Steimer	" "	1,788,413,	"	Jan.	13, 1931
Tucker & Reeves	" "	1,864,277,	"	June	21, 1932,

and

Whereas, said Reliance Glass Company thereupon discontinued the use of the said two "Miller" glass feeders, which feeders have not thereafter been used in the manufacture of glassware, and

Whereas, the parties hereto desire that the said two "Miller" glass feeders be sold to Hartford,

Now, Therefore, in consideration of the premises and of the covenants hereinafter set forth, the parties agree as follows:

1. The said Samuel Mallinger, with the concurrence of the said Emanuel Mallinger and the said Benjamin Mallinger, hereby agrees to sell to Hartford the said two "Miller" glass feeders, including all feeder equipment and all auxiliary parts now on the premises where said feeders are located, including two timing devices known as "electric

timers", it being understood that there may be no shears [fol. 19877] for either feeder, and that there are no motors for the electric timers. The feeders hereby sold include all parts back to the buck-stays of the furnace.

The said Samuel Mallinger, with the concurrence of the same Emanuel Mallinger and the said Benjamin Mallinger, also agrees to execute and deliver to Hartford a bill of sale in the form hereto attached, covering said two "Miller" feeders as above described in this paragraph.

2. The said Samuel Mallinger, Emanuel Mallinger and Benjamin Mallinger accept as the fact that the past use of the said two "Miller" glass feeders constituted infringement of the above recited United States patents of Hartford, and they each hereby acknowledge the validity and broad scope of the above recited United States patents of Hartford, and further agree that neither they nor any corporation in which they, or any of them, own a controlling interest will, in the future, infringe any of the above recited United States patents of Hartford.

3. Hartford agrees to pay to the said Samuel Mallinger the sum of Three Thousand Dollars ($3000), payable upon [fol. 19878] the execution of this Sale Agreement and of the Bill of Sale attached hereto.

4. Hartford agrees that it will, at its own expense, remove the said two "Miller" glass feeders from the premises where they are now located within thirty (30) days from the date of execution of this Sales Agreement.

5. Hartford hereby releases the said parties of the first part, and each of them, and also the said Reliance Glass Company, from any and all claims and demands by Hartford, in law and in equity, for profits and/or damages arising from infringement, occurring prior to the date hereof, of the United States patents of Hartford, in so far as said infringement consisted of making or using by the parties of the first part, or any of them, or by the said Reliance Glass Company, of the said two "Miller" glass feeders at the plant formerly known as the plant of the D. O. Cunningham Glass Company and as the plant of the said Reliance Glass Company at Pittsburgh, Pa.

[fols. 19879-19880] In Witness Whereof, the parties hereto have set their hands and seals, the said Hartford-Empire Company acting by its officers, duly authorized therefor.

Samuel Mallinger, (L. S.), Witness: A. E. Smith, Benjamin Mallinger, (L. S.), Witness: Emanuel Klee, Emanuel Mallinger, (L. S.), Witness: F. M. Mervis. Hartford-Empire Company, by F. Goodwin Smith, President, Attest: Arthur T. Safford, Jr., Secretary. (Seal.)

[fol. 19881] DEFENDANTS' EXHIBIT No. H5395

License from Empire Machine Company to Corning Glass Works for the United States

Whereas, The Empire Machine Company, a Corporation of Maine, having its principal place of business at Portland, Maine, owns and controls rights in the United States in and in connection with certain inventions relating to apparatus for and processes of working glass and handling glass articles, Schedules "A" and "B", hereunto attached being collectively intended as a list of such rights, it being intended to include in Schedule "A", each and every such right owned by the Empire Machine Company, whether listed in said Schedule "A" or not, except such as are actually listed in Schedule "B", and

Whereas, the Corning Glass Works, a Corporation of New York, having its principal place of business at Corning, New York, is desirous of acquiring a license to use any and all of the said inventions for certain purposes within the United States.

Now, Therefore, in consideration of One Dollar ($1.00), in hand paid, and other good and valuable considerations to it moving, the Empire Machine Company hereby grants a license to the Corning Glass Works for the United States, limited as hereinafter set forth, under any and all inventions, and any and all rights in inventions now owned or controlled in whole or in part, by it, the Empire Machine Company, or which may hereafter come under the ownership or control of it, the Empire Machine Company, by rea-

son of contracts now in force, for the production of ware of the following divisions,—

[fol. 19882] Ware Division A

Ware Division A shall consist of bulbs to be made into incandescent electric lamps or into any other permanently sealed enclosures for electrical purposes, and of tubing and cane for use in the manufacture of incandescent electric lamps and of other permanently sealed enclosures for electrical purposes.

Ware Divisions B, C, and D

Ware Division B shall consist of signal and optical glassware. This is ware whose form or composition is chiefly intended and adapted to refract or reflect light or absorb selected forms of energy, or to absorb light of selected wave lengths. Vault lights, bulls-eyes formed as integral parts of lantern globes, and actinic absorption glasses used in containers are excluded from this Division.

Ware Division C shall consist of glassware intended and adapted for use where its heat resistance or chemical resistance or electrical resistance in such ware is of value, and made from glass having a linear co-efficient of thermal expansion of less than .000006 per degree Centigrade, or containing more than five per cent boric oxide or having a higher electric strength, or higher thermal endurance, or higher chemical resistance than a glass containing 80% silica, 10% sodium oxide, 5% boric oxide and 5% calcium oxide.

Ware Division D shall consist of glassware intended and adapted for holding food in the process of cooking or sterilizing (excluding "containers" from this Division), and of articles not now made of glass, made from novel glasses developed by Corning Company and demanding for the successful use for such articles properties not found in ordinary glasses.

[fol. 19883] Ware Division E

Ware Division E shall consist of articles of glass which are especially adapted by reason of form or composition for electrical purposes.

Ware Division F

Ware Division F shall consist of ware having a utility or value beyond that of a "container" and consisting (a) in part of what is commonly known as laboratory ware, to-wit, ware intended and adapted especially for chemical and physical (including biological) testing or investigation, and ware intended and adapted especially for medical or surgical purposes beyond the function of a "container", and further, consisting (b) in part of what is known as art glass, to-wit, ware which is colored, translucent or opaque, and which on account of the aesthetic value of its color, translucency or opacity, sells on the market at a price substantially in excess of that which similarly shaped ware in transparent colorless glass would bring.

Ware Division G

Ware Division G shall consist of drawn tube and cane.

Ware Division H

Ware Division H shall consist of paste mold ware, that is to say, any ware made by rotating either the gather or the mold in relation to each other during blowing.

Ware Division I

Ware Division I shall consist of glassware intended and adapted for the protection of light sources, and for diffusing or concentrating the light therefrom.

[fol. 19884] A Ware Division lettered as above, and alphabetically prior dominates a ware division alphabetically subsequent as to articles clearly included in the prior division. For example, Ware Division A "Bulbs, to be made into incandescent electric lamps, etc." automatically by its alphabetically prior position, excludes such articles from Ware Division I, "Glassware intended and adapted for the protection of light sources, etc.". The word "containers" as used in this license, means an article intended and adapted for packages for storage and sale of goods, or for transportation of goods.

1. The licenses herein granted to the Corning Glass Works under inventions and rights in inventions listed in or

intended to be listed in Schedule "A" for Ware Divisions A, B, C, D, E, G and I are exclusive, assignable and divisible; shall enure to the benefit of the Corning Glass Works, its successors and assigns, and shall include the right to make, use and vend, and to license others to make, use and vend, the licensed subject matter, all without royalty to the Empire Machine Company. The Empire Machine Company further assigns to the Corning Glass Works any and all causes of action, together with the profits and/or damages to be recovered therein, with the right to sue therefor, which it may have for infringement of any of the rights listed in Schedule "A" attached in the Ware Divisions in which licenses are granted to it in this Section 1, and the Corning Glass Works shall have the right, by Counsel of its own selection, and at its own cost, to bring suit for any past or future infringement of the rights hereby conveyed to it in such Ware Division, or any of them, and to hold for its own use and benefit, any recoveries of profits or damages obtained in such suit, and to use, if necessary, the name of the Empire Machine Company, or its successors in title, in bringing such suit.

[fol. 19885] 2. The licenses herein granted to the Corning Glass Works under inventions or rights in inventions listed or intended to be listed in Schedule "A", for Ware Divisions F and H, shall be non-exclusive, non-assignable, and non-divisible, except that the license for each Ware Division or lettered sub-division thereof, may be assigned severally as a whole for such Ware Division or sub-division to the successor in business in such Ware Division or sub-division of the Corning Glass Works, and that sub-licenses may be granted by the Corning Glass Works to any subsidiary corporation, the majority of whose voting stock is held by the Corning Glass Works, or to any partnership, stock association, or other business entity in which the majority or the controlling interest is held by the Corning Glass Works. The licenses hereby granted shall include the right to make and use, and within the above limitations to license others to make and use the licensed subject-matter, all without royalties to the Empire Machine Company.

3. The licenses herein granted to the Corning Glass Works under the rights in inventions listed in Schedule

"B", for Ware Divisions A, B, C and D, are exclusive, assignable and divisible to the full extent that the Empire Machine Company has power so to grant, shall inure to the benefit of the Corning Glass Works, its successors and assigns, and shall include the right to make, use and vend, and to license others to make, use and vend, the licensed subject-matter, all without royalty to the Empire Machine Company. The Empire Machine Company agrees that it will, upon written request of the Corning Glass Works, exercise its right as provided by Section 14 of the agreement listed in Schedule "B" to bring suit, in the name of the owner of any patent covering the subject-matter of the licenses granted by this section, for an injunction against and the recovery of profits and damages from infringers of said patent in the field of said licenses, such suit to be at the expense and for the benefit of Corning Glass Works both as to past and future infringement and under the control of the Corning Glass Works.

[fol. 19886] 4. The licenses herein granted to the Corning Glass Works under the rights in inventions listed in Schedule "B" for Ware Divisions E, H and I, shall be non-exclusive, non-assignable and non-divisible, except that the license for each Ware Division may be assigned as a whole for such Ware Division to the successor in business in such Ware Division of the Corning Glass Works, and that sublicenses may be granted by the Corning Glass Works to any subsidiary corporation, the majority of whose voting stock is held by the Corning Glass Works, or to any partnership, stock association or other business entity in which the majority or the controlling interest is held by the Corning Glass Works. The licenses granted hereby shall include the right to make and use and within the above limitations to license others to make and use the licensed subject-matter, all without royalties to the Empire Machine Company.

5. No license is hereby granted under the rights in inventions listed in Schedule "B", for Ware Divisions F and G.

The Schedules hereunto attached are not to be construed as guaranteeing the rights of the Empire Machine Company in the inventions set forth therein, are such that the several licenses hereinbefore granted attach to each of such inventions.

In Witness Whereof, the Empire Machine Company has hereunto affixed its hand and corporate seal by its proper officers thereunto duly authorized this 8 day of June, 1922.

Empire Machine Company, by Alexander D. Falck, President. (Seal.)

Wm. J. Heermans, Secretary. (Seal.)

The Corning Glass Works accepts the foregoing license upon the terms therein set forth.

In Witness Whereof, it has hereunto affixed its hand [fols. 19887-19893] and corporate seal by its proper officers thereunto duly authorized this 8th day of June, 1922.

Corning Glass Works, by Alexander D. Falck, President. (Seal.)

Attest: William Sinclaire, Secretary. (Seal.)

* * * * * * *

[fols. 19894-19899] DEFENDANT'S EXHIBIT No. H-5444

Supplemental Agreement

Between

Hartford-Empire Company

and

Diamond Glass Company

Agreement made this 28th day of February, 1941 (to be effective as of October 8, 1940) by and between Hartford-Empire Company, a Delaware Corporation with its principal place of business at Hartford, Connecticut, hereinafter called "Licensor" and Diamond Glass Company, a Pennsylvania Corporation with its principal place of business at Royersford, Pennsylvania, hereinafter called "Licensee".

* * * * * * *

Note: Exhibit H-5444 is otherwise similar to Exhibit H-5034.

* * * * * * *

[fol. 19900] DEFENDANT'S EXHIBIT No. H-5504

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Department of Commerce

United States Patent Office

To all persons to whom these presents shall come, Greeting:

This Is To Certify that the annexed is a true copy from the records of this office of an Instrument of Writing Recorded August 29, 1925, in Liber M-125, page 3 of Transfers of Patents.

In Testimony Whereof I have hereunto set my hand and caused the seal of the Patent Office to be affixed at the City of Washington, this twenty-second day of November, in the year of our Lord one thousand nine hundred and forty-one and of the Independence of the United States of America the one hundred and sixty-sixth.

Conway P. Coe, Commissioner of Patents. (Seal.)

Attest: D. E. Wilson, Chief of Division.

[fol. 19901] Assignment of Patent Applications, Tucker Reeves and Beatty to Hartford-Empire Company, Dated August 14, 1925

Assignment of Applications and Inventions to Hartford-Empire Company. Preamble

Whereas, Oliver M. Tucker, William A. Reeves and James M. Beatty (a firm) of Columbus, Ohio, are the owners of certain applications for United States Patents and certain inventions, all relating to glass feeders and/or the feeding of molten glass, the said applications being set forth in Schedule A hereunto attached and identified by the signature of said Tucker, Reeves, and Beatty.

Whereas Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut, desires to acquire all of the above identified United States Patent applications, together with any and all inventions, within the United States only, relating to glass feeders and/or the feeding of molten glass which the said Tucker, Reeves, Beatty or any of them, have made or may make prior to August 1st, 1926, except for inventions covered by United States Patents Nos. 1,516,220; 1,512,566;

1,519,885; 1,534,996; and 872,194, and assigned by instrument of even date herewith by Tucker, Reeves and Beatty to Joseph Merritt, and the said Tucker, Reeves, and Beatty are willing to convey to said Hartford-Empire Company the said United States Patent applications and inventions within the United States only.

Now Therefore, in consideration of One (1) Dollar and other good and valuable considerations to each of them in hand paid by said Hartford-Empire Company, the receipt whereof is hereby acknowledged, we, the said Oliver M. Tucker, William A. Reeves and James M. Beatty, severally and as a firm, have sold, assigned and set over, and do by these presents sell, assign and set over to said Hartford-Empire Company, its successors and assigns, subject to the hereinafter specified exceptions, the entire right, title and interest in and to all of the applications for United States Letters Patent set forth in Schedule A. hereof, and in, and to the said inventions within the United States only, subject [fol. 19902] only to outstanding license rights to The Federal Glass Company, Capstan Glass Company, Hart Glass Manufacturing Company, The Winslow Glass Company, the Hemingray Glass Company and The Owens Bottle Company. It is clearly understood, however, that this assignment does not carry with it the existing Tucker, Reeves and Beatty license contracts, with the above mentioned Licensees, and that said license contracts and all Tucker, Reeves, and Beatty's interests therein have been assigned by an instrument of even date herewith to Charles B. Belknap of Detroit, Michigan.

The Commissioner of Patents is hereby authorized and requested to issue United States Letters Patent to the said Hartford-Empire Company, its successors and assigns, upon the said applications in accordance with the terms of this instrument.

And for the above considerations, the said Oliver M. Tucker, William A. Reeves and James M. Beatty severally agree that they will disclose to Hartford-Empire Company any and all inventions relating to glass feeders and/or the feeding of molten glass which they or any of them have made or may make prior to August 1st, 1926; that they and each of them, at the request and at the expense of said Hartford-Empire Company, will execute applications for United States patents, oaths or statements, assignments, and other necessary papers covering their rights, titles and

interest for the United States only, and will do all other and further proper acts necessary to vest in Hartford-Empire Company, the full and complete title for the United States to the said patent applications and inventions.

Signed at Columbus, Ohio, this 14 day of August, 1925.

Oliver M. Tucker, William A. Reeves, James M. Beatty.

In Presence Of: George Ramsey, George Ramsey, George Ramsey.

STATE OF OHIO,
County of Franklin, ss:

On this 14 day of August, 1925, before me a Notary Public personally appeared Oliver M. Tucker, William A. Reeves and James M. Beatty, to me known and known to be the persons described in and who executed the foregoing instrument and who have acknowledged the same to be their free act and deed.

Dorothy Loechler, Notary Public. My commission expires April 1927. (Notarial Seal, Franklin County, Ohio.)

[fol. 19903] SCHEDULE A

To

Assignment of Application and Invention to Hartford-Empire Company
Joint Applications (Oliver M. Tucker and William A. Reeves)

Serial No.	Entitled	Date of Filing
797067	Glass Working Machines	Oct. 24, 1913
90099	Method of Separating Quantities of Molten Glass from Mass	April 10, 1916
120429	Method and Apparatus for Separating Quantities of Molten Glass from Mass	Sept. 16, 1916
220959	Method of Getting and Delivering Preformed Charges of Viscous Glass	Mar. 7, 1918
249422	Method of Getting Viscous Glass Charges	Aug. 12, 1918
260758	Method of Getting and Delivering Formed Charges of Viscous Glass	Nov. 1, 1918
264532	Method and Apparatus for Supporting Viscous Glass in a Delivery Orifice	Nov. 29, 1918
392231	Shear Structure for Glass Machinery	June 28, 1920
392916	Timing Mechanism for Glass Feeders	June 30, 1920
605751	Method and Apparatus for Feeding Glass	Dec. 9, 1922
736167	Method of Separating Quantities of Molten Glass from Mass	Sept. 5, 1924
736168	Method and Apparatus for Separating Quantities of Glass from Mass	Sept. 5, 1924
736169	Method and Apparatus for Supporting and Delivering Viscous Glass	Sept. 5, 1924
736772	Method and Apparatus for Separating Quantities of Molten Glass from Mass	Sept. 9, 1924

SCHEDULE A

To

Assignment of Application and Invention to Hartford-Empire Company

Joint Applications (Oliver M. Tucker and William A. Reeves)

Serial No.	Entitled	Date of Filing
740478	Method and Apparatus for Desivering Viscous Glass	Sept. 29, 1924
740479	Method and Apparatus for Delivery Viscous Glass	Sept. 29, 1924
743716	Method and Apparatus for Delivering Viscous Glass	Oct. 15, 1924
744009	Timing Mechanism for Glass Feeding Apparatus	Oct. 16, 1924
x749316	Spout Aperture Bushings	Nov. 11, 192
750065	Timing Mechanism for Glass Feeding Apparatus	Nov. 15, 1924
752378	Method of Getting and Delivering Formed Charges of Viscous Glass	Nov. 26, 1924
[fols. 19904–19911]		
752379	Method of Getting and Delivering Formed Charges of Viscous Glass	Nov. 26, 1924
752380	Method of Getting and Delivering Formed Charges of Viscous Glass	Nov. 26, 1924
752381	Method of Getting and Delivering Formed Charges of Viscous Glass	Nov. 26, 1924

Sole Application (William A. Reeves)

610751	Glass Feeding Mechanism	Jan. 5, 1923

Signed Tucker Reeves and Beatty
By Oliver M. Tucker
William A. Reeves
James M. Beatty

Recorded August 29, 1925.

(Here follows 2 photolithographs, side folios 19912-19913)

DEFENDANTS' EXHIBIT No. H5751

PWD PEF
HARTFORD-EMPIRE COMPANY
Must Be Kept In Vault
VAULT NO. 53 Jan 14 '42
33

FORMER LICENSE NO. 1 (Edition October 1933)

THIS LICENSE made this 31st day of October, 1933, between HARTFORD-EMPIRE COMPANY, a corporation organized under the laws of the State of Delaware and having its principal place of business at Hartford, Connecticut, (hereinafter called "Licensor"), and

Marienville Glass Company,

a corporation organized under the laws of the State of Pennsylvania

and having a place of business at Marienville, Pennsylvania (hereinafter called "Licensee"),

WHEREAS, the Licensor owns, controls or has rights in Letters Patent and applications for Letters Patent of the United States, set forth in Schedule "A" annexed hereto, relating to forming machines of the type known as Model 10 Machine, made by the Lynch Corporation of Anderson, Indiana, and Licensee desires to have made for it by the Lynch Corporation and to use for certain lines of ware, a machine of said type, to be identified by Serial No. 7097 (hereinafter called "said Licensed Machine"),

NOW, THEREFORE, in consideration of these premises and covenants hereinafter set forth, Licensor and Licensee agree as follows—

SECTION 1.

EXTENT OF LICENSE.

Licensor hereby grants, under said patents and applications, to the Licensee, the right to have said Licensed Machine made for it by the Lynch Corporation and the right to use said Licensed Machine in continental United States for manufacturing the glassware defined as Permitted Ware in Schedule "B" annexed hereto.

SECTION 2

No. 7097 (hereinafter called "said Licensed Machine"),

NOW, THEREFORE, in consideration of these premises and covenants hereinafter set forth, Licensor and Licensee agree as follows—

SECTION 1.

EXTENT OF LICENSE.

Licensor hereby grants, under said patents and applications, to the Licensee, the right to have said Licensed Machine made for it by the Lynch Corporation and the right to use said Licensed Machine in continental United States for manufacturing the glassware defined as Permitted Ware in Schedule "B" annexed hereto.

SECTION 2.

TERM.

The term of this License, unless sooner revoked or terminated, as provided elsewhere herein, shall run until the expiration of the United States patent last to expire which may issue upon any of said applications set forth in Schedule "A".

SECTION 3.

ROYALTIES AND ACCOUNTING.

(a) Licensee shall pay to Licensor during the term of this License royalties on all merchantable glassware produced by or with the aid of said Licensed Machine at rates per gross for the respective items of ware as provided in Schedule "C" annexed hereto: PROVIDED, however, in case Licensee shall have paid the Licensor on a particular article of ware produced hereunder the royalty set forth in the Schedule of Royalties in any license and/or lease from Licensor covering a feeder used in producing such ware, then Licensee shall be relieved from the payment of the royalty required by this Section 3 (a) as to such article. Such royalties, as are payable hereunder, shall be paid monthly at the Licensor's office in New York funds on or before the 15th day of each month for and upon all merchantable glassware manufactured by the Licensee under this License during the preceding calendar month.

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(b) If the Licensee pays any royalties under Section 3 (a) the Licensee shall pay to the Licensor during the term of this License a minimum royalty under this License of not less than Fifteen Hundred Dollars ($1500) per year to be payable in New York funds, on or before the fifteenth day of January for the year last preceding.

(c) Licensee shall keep proper books of account during its entire operation under this License showing the length of time that said Licensed Machine is operated each day and the number, kinds and sizes of glassware produced each day by said Licensed Machine. Such books shall at all reasonable times be open to the inspection of the Licensor or its duly authorized agents. Licensee shall on or before the tenth day of each month, furnish to the Licensor on blanks provided by the latter, properly certified detailed statements giving in itemized form all the data required herein, in so far as may be required by the Licensor for the preceding calendar month.

SECTION 4.

LIMITATIONS UPON LICENSE.

Licensee covenants and agrees that it will not use the said Licensed Machine in the manufacture of ware other than the Permitted Ware, nor in any manner beyond and outside of the license herein granted it. Licensee further agrees that it will not sell, assign, lease, loan or deliver said Licensed Machine to any person or concern not licensed by Hartford to use said Licensed Machine.

SECTION 5.

INSPECTION.

Duly authorized agents or employees of the Licensor shall at all reasonable times be allowed access to the said Licensed Machine for the purpose of inspecting the same and its operation and use, and the Licensee shall afford all reasonable facilities therefor.

SECTION 6.

RIGHT OF REVOCATION.

In case the Licensee shall violate or fail to observe any of the conditions set forth in Sections 1, 3, 4 and 5 above, or the Licensee is adjudicated bankrupt, or a receiver is appointed over it, or if the Licensee makes any transfer or assignment for the benefit of creditors, Licensor shall have the right at its option to revoke and terminate absolutely this License upon giving written notice to the Licensee of said revocation at least thirty (30) days before the time when such revocation is to take effect. Provided, however, this shall not affect any other right which the Licensee may hold by virtue of this license agreement.

IN WITNESS WHEREOF the parties have hereto set their hands and seals, acting herein by their respective officers duly authorized therefor.

In presence of

John R. Holan

HARTFORD-EMPIRE COMPANY

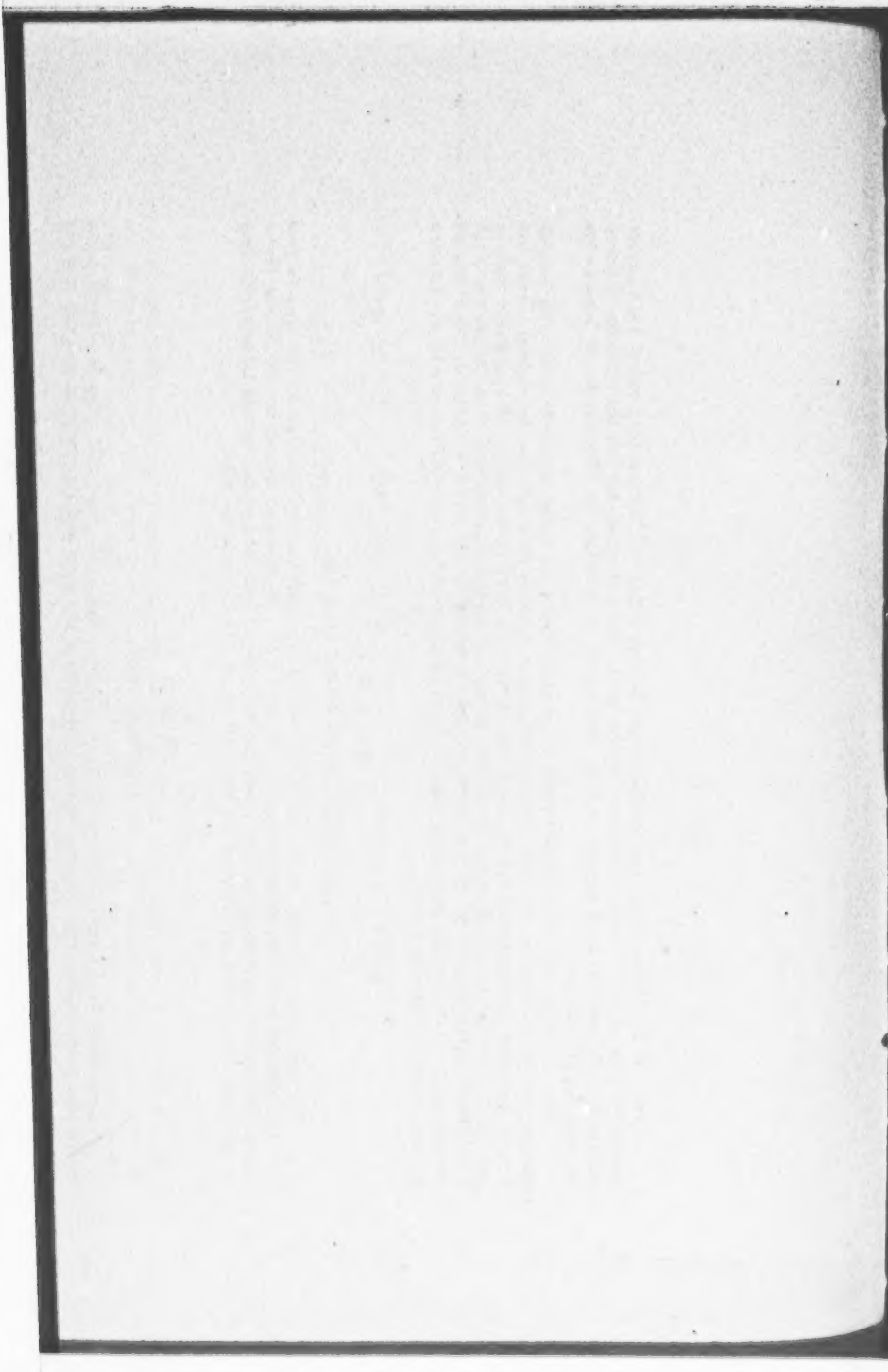
By Arthur T. Safford Jr
Secy

HARTENVILLE GLASS COMPANY

By [illegible] Vice Pres.

19913

96361



[fol. 19914] Schedule "A"

List Of Patents And Applications

It is recognized, however, that this Schedule "A" may not be complete in its recital of all the patents under which the License is granted.

Patent No.	Inventor
1,315,983	O'Neill
1,385,428	Cox
1,602,926	O'Neill
1,658,735	Lorenz
1,818,725	Lorenz
1,843,159	Ingle
1,843,160	Ingle
1,849,555	Sears
1,852,171	Lobb
1,872,942	Lobb

Applications

Headley and Thompson Serial No. 57,800½ filed October 15, 1915.

Headley and Thompson Serial No. 60,744 filed November 10, 1915.

[fol. 19915] Schedule "B"

Specification of Glassware Which May Be Made

Permitted Ware

The ware to be produced hereunder shall comprise only the articles named under this heading of Permitted Ware and made of the compositions of glass now commonly used for such articles, whether flint, blue, amber or green (but excluding opal) and not exceeding One Hundred Twenty-eight (128) ounces in weight, and shall not include any of the ware listed below under "Exclusions" or any other ware not expressly listed hereunder.

• • • • • • •

[fol. 19916] **Exclusions**

The following articles are expressly excluded and shall not be produced under this license—

(a) Bulbs and tubing and cane all when for use in the manufacture of incandescent electric lamps or for any other permanently sealed enclosure for electrical purposes.

(b) Signal and optical ware.

(c) Ware intended and adapted for use where the heat resistance, physical strength, chemical resistance or electrical properties of such ware are of substantial value, provided such ware is made from glass having a linear coefficient of thermal expansion of less than .000006 per degree Centigrade, or containing more than five per cent boric oxide, or having an electric strength or thermal endurance or chemical resistance higher than a glass containing 80% silica, 10% sodium oxide, 5% boric oxide and 5% calcium oxide.

(d) Ware intended and adapted for holding food in the process of cooking or sterilizing, other than ware intended and adapted for packages for storage and sale of goods or for transportation of goods.

(e) Mold-blown articles of glass in so far as the same are or may be used for electrical purposes or in connection with electric illumination.

(f) Ware which is pressed and not blown.

(g) Milk bottles.

(h) Tumblers; fruit jars; lantern globes; gas globes; chimneys; vault lights; battery jars and battery containers; fish globes; display jars; tablet jars; insulators and drawn tube and cane.

Definition of Fruit Jars—The term "fruit jars", as used herein, shall mean fruit jars for domestic (household) use, which, as defined herein, shall mean generally the term as used in the glass industry—the intent being to include all kinds and sizes of the regular Mason jar with sealing shoulder with screw thread that fits regular Mason fruit jar caps; Lightning style fruit jars; and other sealing jars, intended to be shipped to the trade to be sold empty to the ultimate

consumer, either with or without caps; but not to include jars manufactured for packers to be filled by them before selling to their trade.

(i) Marbles and Lithographers' balls.

(j) Vacuum bottles.

(k) Tableware and Kitchenware.

[fols. 19917-19921] SCHEDULE "C"

Rates of Royalty

The weights below specified are the weights of the finished articles—

	Per Gross
2 oz. weight and under	10 Cents
Over 2 oz. weight and not exceeding 4 oz. weight	11 Cents
Over 4 oz. weight and not exceeding 8 oz. weight	12 Cents
Over 8 oz. weight and not exceeding 12 oz. weight	13 Cents
Over 12 oz. weight and not exceeding 13 oz. weight	14 Cents
Over 13 oz. weight and not exceeding 16 oz. weight	15 Cents
Over 16 oz. weight and not exceeding 20 oz. weight	16 Cents
Over 20 oz. weight and not exceeding 26 oz. weight	18 Cents
Over 26 oz. weight and not exceeding 30 oz. weight	21 Cents
Over 30 oz. weight and not exceeding 96 oz. weight	One-Twelfth (1/12) of a cent per pound.
Over 96 oz. weight and not exceeding 128 oz. weight	One-Sixth (1/6) of a cent per pound.

* * * * * * *

[fol. 19922] DEFENDANTS' EXHIBIT No. H 5752

October 2, 1941.

GENTLEMEN:

Our letter of October 8, 1940 referred to certain changes that had been made in our licensing policy. In connection with such letter, we have had an inquiry as to whether the removal of restrictions and exclusions and the elimination of the necessity for forming machine licenses for Lynch machines apply to the forming machines manufactured and sold by Lynch prior to October 8, 1940. They do so apply.

To avoid any misunderstanding in this regard, we are now writing to state that we hereby grant you a license to use machines manufactured and sold by Lynch prior to October 8, 1940, which license shall be royalty-free and without restrictions or exclusions.

However, this grant is not to be construed to extend to you any right or license to use any inventions of the Hartford-Empire Company, except such inventions as were embodied by Lynch in said machines.

Any provisions in connection with the use of such Lynch machines in any contract between yourselves and ourselves or in any offer of agreement made to you by ourselves at variance with the foregoing license are hereby waived and eliminated by us.

[fol. 19923] The foregoing also applies to machines (other than suction) manufactured and sold by either Miller Machine & Mold Works or O'Neill Machines Company prior to October 8, 1940.

If there is any question about the foregoing, kindly let us hear from you.

Very truly yours, —— ——.

[fols. 19924-19931] DEFENDANTS' EXHIBIT No. H 5754

Supplemental Agreement Between Hartford-Empire Company and The Akro Agate Company

Dated March 31, 1941

Note: Exhibit H-5754 is otherwise similar to exhibit H-5034.

• • • • • • •

[fols. 19932-19940] DEFENDANTS' EXHIBIT No. H5755

Supplemental Agreement Between Hartford-Empire Company and Armstrong Cork Company

Dated March 25, 1941.

Note: Exhibit H-5755 is otherwise similar to exhibit H-5034.

• • • • • • •

[fols. 19941-19949] DEFENDANTS' EXHIBIT No. H 5756

Supplemental Agreement Between Hartford-Empire Company and Bartlett-Collins Company

Dated March 5, 1941.

Note: Exhibit H-5756 is otherwise similar to exhibit H-5034.

• • • • • • •

[fol. 19950-19956] DEFENDANTS' EXHIBIT No. H 5757

Supplementa Agreement Between Hartford-Empire Company and Brockway Glass Company, Inc.

Dated March 15, 1941.

Note: Exhibit H-5757 is otherwise similar to exhibit H-5034.

• • • • • • •

[fol. 19957-19966] DEFENDANTS' EXHIBIT No. H 5758

Supplementa Agreement Between Hartford-Empire Company and Car-Lowrey Glass Company

Dated February 28th, 1941.

Note: Exhibit H-5758 is otherwise similar to exhibit H-5034.

• • • • • • •

[fol. 19967-19974] DEFENDANTS' EXHIBIT No. H 5759

Supplemental Agreement Between Hartford-Empire Company and Chattanooga Glass Company

Dated March 7, 1941.

Note: Exhibit H-5759 is otherwise similar to exhibit H-5034.

• • • • • • •

[fols. 19975-19982] DEFENDANTS' EXHIBIT No. H 5761

Supplemental Agreement Between Hartford-Empire Company and Fairmount Glass Works

Dated March 17, 1941.

Note: Exhibit H-5761 is otherwise similar to exhibit H-5034.

• • • • • • •

[fols. 19983-19989] DEFENDANTS' EXHIBIT No. H 5762

Supplemental Agreement Between Hartford-Empire Company and Antonio Scalise, Doing Business as the Florida Glass Manufacturing Company

Dated March 1st, 1941.

Note: Exhibit H-5762 is otherwise similar to exhibit H-5034.

• • • • • • •

[fol. 19990-19996] DEFENDANTS' EXHIBIT No. H 5763

Supplemental Agreement Between Hartford-Empire Company and Foster-Forbes Glass Company

Dated February 27, 1941.

Note: Exhibit H-5763 is otherwise similar to exhibit H-5034.

• • • • • • •

[fols. 19997-20003] DEFENDANTS' EXHIBIT No. H-5764

Supplemental Agreement Between Hartford-Empire Company and Gayner Glass Works

Dated April 7th, 1941

Note: Exhibit H-5764 is otherwise similar to exhibit H-5034.

• • • • • • •

[fols. 20004-20010] DEFENDANTS' EXHIBIT No. H-5765

Supplemental Agreement Between Hartford-Empire Company and Glass Containers, Inc.

Dated March 13, 1941.

Note: Exhibit H-5765 is otherwise similar to exhibit H-5034.

• • • • • • •

[fols. 20011-20019] DEFENDANTS' EXHIBIT No. H-5766

Supplemental Agreement Between Hartford-Empire Company and J. T. & A. Hamilton Company

Dated February 27, 1941.

Note: Exhibit H-5766 is otherwise similar to exhibit H-5034.

• • • • • • •

[fols. 20020-20027] DEFENDANTS' EXHIBIT No. H-5767

Supplemental Agreement Between Hartford-Empire Company and Indiana Glass Company

Dated April 29th, 1941.

Note: Exhibit H-5767 is otherwise similar to exhibit H-5034.

• • • • • • •

[fols. 20036-20045] DEFENDANTS' EXHIBIT No. H-5768

Supplemental Agreement Between Hartford-Empire Company and Kimble Glass Company

Dated Feb. 28, 1941.

Note: Exhibit H-5768 is otherwise similar to exhibit H-5034.

• • • • • • •
• • • • • • •

[fols. 20036-20045] DEFENDANT' EXHIBIT No. H-5769

Supplemental Agreement Between Hartford-Empire Company and Knox Glass Bottle Company

Dated March 10th, 1941.

Note: Exhibit H-5769 is otherwise similar to exhibit H-5034.

• • • • • • •

[fols. 20046-20053] DEFENDANTS' EXHIBIT No. H-5770

Supplemental Agreement Between Hartford-Empire Company and Laurens Glass Works, Inc.

Dated April 4, 1941.

Note: Exhibit H-5770 is otherwise similar to exhibit H-5034.

• • • • • • •

[fols. 20054-20062] DEFENDANTS' EXHIBIT No. H-5771

Supplemental Agreement Between Hartford-Empire Company and Libbey Glass Company

Dated March 25, 1941.

Note: Exhibit H-5771 is otherwise similar to exhibit H-5034.

• • • • • • •

[fols. 20063-20071] DEFENDANTS' EXHIBIT No. H-5772

Supplemental Agreement Between Hartford-Empire Company and Liberty Glass Company

Dated March 17th, 1941.

Note: Exhibit H-5772 is otherwise similar to exhibit H-5034.

• • • • • • •

[fols. 20072-20080] DEFENDANTS' EXHIBIT No. H-5773

Supplemental Agreement Between Hartford-Empire Company and Maywood Glass Company

Dated March 6, 1941.

Note: Exhibit H-5773 is otherwise similar to exhibit H-5034.

• • • • • • •

[fols. 20081-20088] DEFENDANTS' EXHIBIT No. H 5774

Supplemental Agreement Between Hartford-Empire Company and Northwestern Glass Company

Dated March 21, 1941.

Note: Exhibit H-5774 is otherwise similar to exhibit H-5034.

• • • • • • •

[fols. 20089-20096] DEFENDANTS' EXHIBIT No. H 5775

Supplemental Agreement Between Hartford-Empire Company and Pierce Glass Company

Dated April 2, 1941.

Note: Exhibit H-5775 is otherwise similar to exhibit H-5034.

• • • • • • •

[fols. 20097-20104] DEFENDANTS' EXHIBIT No. H 5776

Supplemental Agreement Between Hartford-Empire Company and Pittsburgh Corning Coorporation

Dated March 3, 1941.

Note: Exhibit H-5776 is otherwise similar to exhibit H-5034.

• • • • • • •

[fols. 20105-20113] DEFENDANTS' EXHIBIT No. H 5777

Supplemental Agreement Between Hartford-Empire Company and The Warfield Company

(Sterling Glass Division)

Dated April 19, 1941.

Note: Exhibit H-5777 is otherwise similar to exhibit H-5034.

• • • • • • •

[fols. 20114-20122] DEFENDANTS' EXHIBIT No. H 5778

Supplemental Agreement Between Hartford-Empire Company and Swindell Brothers, Incorporated

Dated March 18, 1941.

Note: Exhibit H-5778 is otherwise similar to exhibit H-5034.

• • • • • • •

[fols. 20123-20129] DEFENDANTS' EXHIBIT No. H 5779

Supplemental Agreement Between Hartford-Empire Company and Universal Glass Products Company

Dated Apr. 4, 1941.

Note: Exhibit H-5779 is otherwise similar to exhibit H-5034.

• • • • • • •

[fols. 20130-20138] DEFENDANTS' EXHIBIT No. H 5780

Supplemental Agreement Between Hartford-Empire Company and T. C. Wheaton Company

Dated March 7th, 1941.

Note: Exhibit H-5780 is otherwise similar to exhibit H-5034.

• • • • • • •

[fol. 20139] DEFENDANTS' EXHIBIT No. H 5781

[fol. 20140] Supplemental Agreement Between Hartford-Empire Company and Anchor Hocking Glass Corporation

Agreement made this — day of ——, 1941 (to be effective as of October 8, 1940) by and between Hartford-Empire Company, a Delaware Corporation with its principal place of business at Hartford, Connecticut, hereinafter called "Licensor", and Anchor Hocking Glass Corporation, a Delaware Corporation with its principal place of business at Lancaster, Ohio, hereinafter called "Licensee".

Whereas Licensee holds from Licensor, under certain agreements and/or licenses and leases, certain equipment and the right of use thereof for the manufacture of specified glassware (said agreements and/or licenses and leases being specified in Schedule A annexed hereto and grouped therein by companies); and

Whereas Licensor and Licensee desire to modify said agreements and/or licenses and leases in certain respects as hereinbelow set forth, in order to effectuate the policy of Licensor's letter to Licensee dated October 8, 1940,

Now, Therefore, in consideration of the premises and of other valuable considerations, Licensor and Licensee agree as follows:

[fol. 20141] Section 1—Amendment of Ware Fields

Each of said agreements and/or licenses and leases specified in Schedule A under the respective headings "Feeder Contracts" and "Hartford Forming Machine Contracts" is hereby amended with respect to Schedule C thereof, entitled "Specification of Glassware Which May Be Made. Permitted Ware", and with respect to the portion of said schedule entitled "Exclusions" by cancelling said Schedule C and said "Exclusions" and by substituting the following:

"Specification of Glassware Which May Be Made

"Permitted Ware

"The ware to be produced hereunder shall consist of any and all articles of glassware."

Section 2—Additional Equipment

(a) Licensor hereby grants to Licensee the right, so long as any of the agreements set forth in Schedule A are in effect, to take on license and lease from Licensor such numbers of Hartford Single Feeders, Hartford Individual Section Machines, Hartford "28" Machines, Hartford Lehrs, Hartford Stackers and Hartford Conveyors as Licensee shall from time to time desire. Such feeders, machines, lehrs, stackers and conveyors may be of present types, including improvements thereon, or of such future types as Licensor may license and lease to others. The license fees for such equipment and the royalties or rentals for the use thereof shall be those established as standard by Licensor at the time when Licensee acquires such equipment.

[fol. 20142] Section 3—Amendment of Use Covenants

(a) Each of the Agreements and/or licenses and leases specified in Schedule A annexed hereto, under the headings "Feeder Contracts" and "Hartford Forming Machine Contracts" (excepting the following, in which the paragraph referred to below is omitted: HIS-17, HIS-83, HIS-84, HIS-88, HIS-96, HIS-100, HPM-3, HPM-4, and HPM-6), is hereby amended by striking out the second paragraph of Section 6 of the licenses and leases, and by striking out the second paragraph of Section 4, Article III of the "Capstan" General Agreement of February 17, 1926 and the second paragraph of Section 10 of the "General" Consolidated Feeder Agreement of September 16, 1932. (The paragraph in question restricted the use of the licensed and/or leased equipment with respect to other equipment.)

(b) Each of the agreements and/or licenses and leases specified in Schedule A annexed hereto (excepting the "Capstan" General Agreement of February 17, 1926, which conforms to the following change) is hereby amended with respect to Section 8 thereof (Section 12 of the "General" Consolidated Feeder Agreement of September 16, 1932, and Section 13 of the "General" Consolidated Lehr Agreement of September 16, 1932), by striking out the second sentence thereof, which reads substantially as follows:

"Complete title to all patent rights at any time possessed during the term of this license and lease by the Licensee

covering such changes and additions shall be transferred to the Licensor."

[fol. 20143] and substituting therefor the following:

"In the event that the Licensee shall obtain or acquire any patent right during the term hereof covering such changes and additions, Licensee shall grant to the Licensor, without charge, a non-exclusive, divisible license under and for the term of such patent right."

Section 4—Amendment of Royalty Schedule

Each of the agreements and/or licenses and leases specified in Schedule A annexed hereto under the heading "Feeder Contracts" is hereby amended, by substituting for Schedule D thereof, entitled "Rates of Royalty", the standard royalty schedule which is annexed hereto as Schedule B.

Section 5—Amendment as to Acknowledging Validity of Patents

The section entitled "Acknowledging Validity of Patents", generally appearing as paragraph (a) of Section 13 or 15 of the agreements and/or licenses and leases specified in Schedule A annexed hereto, is hereby amended so that Licensee's obligation to acknowledge validity of patents shall be limited to the following:

"(a) So long as this license remains in force, the Licensee agrees not to dispute the validity of the Letters Patent under which this License is granted, so far as these patents apply to the methods and machines which are hereby licensed to the Licensee."

[fol. 20144] In Witness Whereof, the parties have hereunto set their hands and seals acting herein by their respective officers duly authorized therefor.

Hartford-Empire Company, by Roger M. Eldred, Vice Pres. (Seal.)

Attest: Arthur T. Safford, Jr., Secretary.

Anchor Hocking Glass Corporation, by —— ——. (Seal.)

Attest: —— ——, Secretary.

[fol. 20145] Schedule A

Annexed to Supplemental Agreement Hartford-Empire Company and Anchor Hocking Glass Corp. Dated ——, 1941

Feeder Contracts

HSF-421	1/25/40
HSF-438	9/13/40

Hartford Forming Machine Contracts

HIS-71	4/ 5/38
HIS-73	4/ 5/38
HIS-74	4/ 5/38
HPM-4	5/ 4/38
HIS-68	9/19/38
HIS-83	1/14/39
HIS-84	1/14/39
HIS-88	1/20/39
HIS-95	5/29/39
HPM-6	6/12/39
HIS-96	8/18/39
HIS-110	12/ 8/39
HIS-118	2/29/40
HIS-119	2/29/40
HIS-136	7/23/40
HIS-137	8/ 6/40
HIS-125	9/13/40
HIS-141	9/13/40
HIS-144	10/29/40

Lehr Contracts

HL-267	3/31/38
HL-268	4/ 5/38
HL-290	12/23/38
HL-260	1/20/39
HL-297	4/ 6/39
HL-302	5/29/39
HL-308	6/16/39
HL-326	1/25/40
HL-329	3/29/40
HL-331	5/10/40
HL-333	9/13/40

[fol. 20146] Schedule A

Annexed to Supplemental Agreement Hartford-Empire Company and Anchor Hocking Glass Corporation (Successor to Capstan Glass Company) Dated —— —, 1941

Feeder Contracts

General Agreement, Tucker & Reeves Feeders 2/17/26

[fol. 20147] Schedule A

Annexed to Supplemental Agreement Hartford-Empire Company and Anchor Hocking Glass Corporation (Successor to General Glass Corp.)

Dated — —, 1941.

Feeder Contracts

Consolidated Feeder Agreement.... 9/16/32

Hartford Forming Machine Contracts

HIS-14 ..... 7/24/31
HIS-16 ..... 8/ 4/32
HIS-17 ..... 2/24/33
HIS-18 ..... 5/17/33
HIS-21 ..... 3/ 1/35
HIS-38 ..... 4/ 8/35
HIS-58 ..... 3/ 4/37

Lehr Contracts

Consolidated Lehr Agreement 9/16/32

[fol. 20148]

Schedule A

Annexed to Supplemental Agreement Hartford-Empire Company and Anchor Hocking Glass Corporation (Successor to Hocking Glass Company)

Dated ——, 1941.

Feeder Contracts

HSF-5	7/ 2/23
HSF-6	7 2//23
HSF-17	1/ 7/24
HSF-22	7/ 1/24
HSF-61	6/16/25
HSF-62	6/16/25
HSF-75	12/ 4/25
HSF-76	12/31/25
HSF-80	12/31/25
HSF-81	12/31/25
HSF-95	4/26/26
HSF-101	8/ 5/26
HSF-129	2/12/27
HSF-154	9/15/27
HSF-160	3/29/28
HSF-163	7/23/28
HSF-164	7/23/28
HSF-225	4/27/31
HSF-224	4/27/31
HSF-324	12/ 7/35

Hartford Forming Machine Contracts

HPM-3	8/ 7/33

[fol. 20149] **Schedule A**

Annexed to Supplemental Agreement Hartford-Empire Company and Anchor Hocking Glass Corporation (Successor to Hocking Glass Company)

Dated ——, 1941.

Lehr Contracts

HL-1	6/16/25
HL-2	6/16/25
HL-3	6/25/25
HL-4	6/25/25
HL-27	12/31/25
HL-28	12/31/25
HL-29	12/31/25
HL-30	12/31/25
HL-12	7/26/26
HL-54	7/18/27
HL-55	7/18/27
HL-62	9/30/27
HL-81	6/19/28
HL-85	7/23/28
HL-103	5/21/29
[HL-146	8/25/30]
HL-149	4/27/31
HL-153	5/ 9/32
HL-155	10/31/32
HL-185	2/15/36
HL-215	2/ 4/37
HL-214	12/ 2/37
HEL-1	1/ 1/31

Matter in brackets cancelled.

[fol. 20150] **Schedule A**

Annexed to Supplemental Agreement Hartford-Empire Company and Anchor Hocking Glass Corporation (Successor to Salem Glass Works)

Dated ——, 1941.

Feeder Contracts

HSF-2	4/21/23
HSF-3	4/21/23
HSF-4	4/21/23
HSF-109	11/26/26
HSF-19	7/ 1/24
HSF-323	12/31/35
HSF-328	4/10/36
HSF-329	4/10/36
HSF-330	4/10/36
HSF-331	4/10/36
HSF-332	4/10/36
HSF-333	5/27/36
HSF-334	5/27/36
HSF-335	5/18/36
HSF-336	8/18/36
HSF-337	8/18/36
HSF-338	8/18/36
HSF-344	1/25/37
HSF-345	1/25/37
HSF-346	1/25/37
HSF-347	1/25/37

Hartford Forming Machine Contracts

HIS-25	4/30/34
HIS-47	4/10/36
HIS-57	2/24/37
HIS-69	12/31/37
HIS-70	12/31/37

SCHEDULE B

Annexed to Supplemental Agreement Hartford-Empire Company and Anchor Hocking Glass Corporation

Dated.....1941.

Rates of Royalty

The weights below specified are the weights of the finished articles.

	Blown or Pressed and Blown Per Gross	Purely Pressed* Per Gross
⅓ oz. wt. and under	7½ Cents	7½ Cents
Over ⅓ oz. wt. and not exceeding 1 oz. wt.	8 Cents	7½ Cents
Over 1 oz. wt. and not exceeding 1½ oz. wt.	9 Cents	7½ Cents
Over 1½ oz. wt. and not exceeding 2 oz. wt.	10 Cents	7½ Cents
Over 2 oz. wt. and not exceeding 4 oz. wt.	11 Cents	8¼ Cents
Over 4 oz. wt. and not exceeding 8 oz. wt.	12 Cents	9 Cents
Over 8 oz. wt. and not exceeding 12 oz. wt.	13 Cents	9¾ Cents
Over 12 oz. wt. and not exceeding 13 oz. wt.	14 Cents	10½ Cents
Over 13 oz. wt. and not exceeding 16 oz. wt.	15 Cents	11¼ Cents
Over 16 oz. wt. and not exceeding 20 oz. wt.	16 Cents	12 Cents
Over 20 oz. wt. and not exceeding 26 oz. wt.	18 Cents	13½ Cents
Over 26 oz. wt. and not exceeding 30 oz. wt.	21 Cents	15¾ Cents
	Per Pound	Per Pound
Over 30 oz. wt. and not exceeding 96 oz. wt.	1/12 of a Cent	1/16 of a Cent
Over 96 oz. wt. and not exceeding 128 oz. wt.	1/6 of a Cent	1/8 of a Cent

*—Purely Pressed, that is, produced by an operation which consists solely of pressing without the intervention of any air in the mold for the purpose of changing the shape of the article to be produced.

1. The rates of royalty on spherical marbles and balls up to one (1) inch in diameter shall be ten (10) cents per thousand (1000).

*2. No royalty shall be payable upon stoppers, caps, lids and/or liners.

3. The royalty on all lettered fruit jars for domestic (household) use up to and including one-half (1/2) gallon capacity shall be twelve (12) cents per gross.

4. For blown tumblers, blown stemware, pressed and blown tumblers and pressed and blown stemware when made on Tucker and Reeves Feeders, the royalties shall be as follows:

	Per Gross
Up to but not including 5 oz. capacity	7.2 cents
5 oz. up to but not including 10 oz. capacity	8.64 cents
10 oz. up to but not including 11 oz. capacity	14.40 cents
11 oz. and up in capacity	15.84 cents

*This also applies to Hartford Individual Section (I. S.) Machines, all contracts covering which machines are hereby amended accordingly.

[fols. 20152-20153] DEFENDANTS' EXHIBIT No. H-5782

License and Lease No. H S F 453 from Hartford-Empire Company to Anchor Hocking Glass Corporation of Pa. Lancaster, Ohio, March 31, 1941

Hartford Single Feeder No. 576

Edition February, 1941.

[fol. 20154] Contents Hartford-Empire Company License and Lease Agreement

Sections	Titles
1	Extent of License and Lease.
2	Preparation for Installation.
3	Delivery and Installation.
4	Term.
5	Licensor Retains Title.
6	Place and Nature of Use.
7	Prohibition of Assignment.
8	Changes, Additions and Improvements.
9	Accounting.
10	Royalties.
11	Minimum Royalty.
12	Insurance—Taxes—Liability for Injury.
13	Operation of Machinery.
14	Inherent Defects.
15	Acknowledging Validity of Patents.
16	Protection of Licensee from Infringement Claims, etc.
18	Commutation of Minimum Royalties.
19	Re-possession of the Machinery.
20	Inspection.
21	Fire Loss.
22	Waiving of Conditions.

Schedules

A	List of Machinery and Accessories Furnished.
B	Installation of Machinery.
C	Specification of Glassware Which May Be Made.
D	Rates of Royalty.
E	List of Patents.

[fol. 20155] License and Lease No. H S F 453

Preamble

This License and Lease, made this 31st day of March 1941, between the Hartford-Empire Company, a corporation organized under the laws of the State of Delaware and having a place of business at Hartford, Connecticut, hereinafter designated as Licensor, and Anchor Hocking Glass Corporation of Pa., a corporation organized under the

laws of the State of Delaware and having a place of business at Lancaster, Ohio, hereinafter designated as Licensee,

[fol. 20156] Witnesseth: That whereas the Licensor owns or controls certain Letters Patent of the United States, some of which are set forth in Schedule E annexed hereto, and certain applications now pending for Letters Patent of the United States, relating to the manufacture of glassware, and

Whereas the Licensee is engaged in manufacturing glassware, having a plant for that purpose at Connellsville, Pennsylvania and desires to use in said business at said plant machinery known as the "Hartford Single Feeder" and described in Schedule A annexed hereto, said machinery embodying inventions shown in some or all of said letters patent and patent applications,

Now, Therefore, in consideration of the covenants and royalties hereinafter set forth, and a license fee of Two Thousand Dollars ($2,000), receipt of Eight Hundred Twenty-five Dollars ($825) of which, for parts already furnished, is hereby acknowledged, the balance of said fee, Eleven Hundred Seventy-five Dollars ($1175), to be paid in cash upon the execution and delivery of this license and lease, it is hereby mutually agreed as follows:

[fol. 20157]

Section I

Extent of License and Lease

The Licensor hereby leases to the Licensee and hereby licenses the Licensee to use the said Hartford Single Feeder, said machinery, together with all devices and mechanisms used in connection therewith and furnished by Licensor under this license and lease being hereinafter referred to as "leased machinery;" Provided, However, that this license and lease is limited and confers only the right to use said leased machinery in continental United States, and in the manner and for the purpose hereinafter set forth.

Section 2

Preparation for Installation

The Licensee agrees, upon receiving drawings and lists showing locations and dimensions of said leased machinery, to furnish and have ready proper floor space, foundations,

connection between tank and forehearth, piping, tools, motor, power and such other adjuncts and equipment as are required to perfect the installation of said leased machinery.

Section 3

Delivery and Installation

The Licensor, as soon as reasonably possible after the provisions of Section 2 have been complied with, shall deliver said leased machinery f. o. b. rail shipment at place of manufacture, and shall aid in installing said leased machinery as provided in Schedule "B" annexed hereto.

The Licensee agrees to proceed diligently with the installation of said leased machinery as soon as the same is delivered, and to accept the leased machinery and pay royalties to the Licensor as hereinafter provided.

[fol. 20158]

Section 4

Term

This license and lease, unless sooner revoked or terminated as provided elsewhere herein, shall remain in force for an initial period of Eight (8) years from the date of this license and lease. The Licensee shall have the privilege, if claimed in writing before the expiration of the said initial period, of one renewal for a supplemental period of Eight (8) years, upon all the conditions hereof, except as to installation and further renewal, and without additional license fee for such renewal.

Section 5

Licensor Retains Title

It is understood and agreed that the Licensor and its successors and assigns, retains, and shall continue to retain, complete title to said machinery, subject only to the possession and use thereof by Licensee during the term of this license and lease.

Section 6

Place and Nature of Use

Said leased machinery and all improvements thereon shall be used only for maufacturing glassware defined as "Permitted Ware" in Schedule "C" annexed hereto, and

only at said plant of Licensee or at a plant owned by the Licensee.

[fol. 20159]

Section 7

Prohibition of Assignment

The said leased machinery shall be used only by the Licensee or its operatives. Neither the said leased machinery nor any part thereof nor this license and lease shall be transferred, assigned or sub-let by the Licensee, except to the purchaser of the entire business of the Licensee. If either be otherwise transferred, assigned or sublet, or if the Licensee discontinues for a period of more than one year the production of glassware under this license and lease, or if proceedings in bankruptcy are commenced by or against the Licensee, or if a receiver is appointed over the Licensee, or if the Licensee makes any general transfer or assignment for the benefit of creditors, then and in any such case this license and lease may, at the option of the Licensor, be terminated as provided for in Section 17.

Section 8

Changes, Additions and Improvements

No changes, additions, or subtractions, other than reasonable and necessary repairs and other than necessary or proper safety appliances, shall be made in or to said leased machinery except by consent of both parties to this license and lease, or except as provided in Section 16 hereof in the event of injunction, and except as provided in this Section for improvements; and all changes and additions, when made, shall become the property of the Licensor. In the event that the Licensee shall obtain or acquire any patent right during the term hereof covering such changes and additions, Licensee shall grant to the Licensor, without charge, a non-exclusive, divisible license under and for the term of such patent right.

The Licensee shall, during the term of this license and lease, be given the benefit, for the purposes set forth in this license and lease, of any and all improvements for use in and upon said leased machinery, which may be devised, developed or acquired by the Licensor, if and when said improvements shall, with the express consent of the Licensor, have been used commercially in the United States upon said

[fol. 20160] leased machinery in the making of glassware or upon machinery of identical type used by other licensees of the Licensor. In such event the Licensor will, upon written request of the Licensee, furnish to the Licensee with reasonable promptness such parts as may be needed to apply the said improvements to the said leased machinery, at prices similar to those charged by Licensor for such parts to other similar licensees. Such improvements shall be used by the Licensee only in or upon said leased machinery, and only during the term of this license and lease. All parts displaced from said leased machinery by the said improvements shall be returned to the Licensor.

The word "improvements" when used in this license and lease, shall be held to mean only (1) substitution of new parts for old parts of said leased machinery; or (2) changing old parts thereof; or (3) additional new devices which are intended and adapted to become integral portions of such machinery and to perform only one or more of the original functions of such machinery; and not otherwise.

Section 9

Accounting

The Licensee shall keep proper books of account during its entire operation under this license and lease, showing the length of time that said leased machinery is operated each day, and the number, kinds and sizes of glassware produced each day by said machinery, and all other facts necessary or advantageous for carrying out the purpose of this license and lease, all in such form, within reasonable limits, as shall be specified by the Licensor.

Such books shall at all reasonable times be open to the inspection of the Licensor, or its duly authorized agents. The Licensee shall, on or before the tenth day of each month, furnish to the Licensor, upon blanks provided by the latter, properly certified detailed statements giving in itemized form all the data mentioned in this Section, so far as may be required by the Licensor, for the preceding calendar month.

[fol. 20161] Section 10

Royalties

The Licensee shall pay to the licensor during the term of this license and lease, royalties on all merchantable glass-

ware produced by or with the aid of said leased machinery from the completion of its installation, at the rates per gross, for the respective items of ware, provided in Schedule "D" annexed hereto.

All of said royalties shall be paid monthly, at the Licensor's office in New York funds, on or before the fifteenth day of each month, for and upon all merchantable glassware manufactured by the Licensee under this license and lease, during the preceding calendar month.

Section 11

Minimum Royalty

The said Licensee shall pay in royalties a minimum royalty under this license and lease of not less than Fifteen Hundred (1,500) Dollars per year, to commence ninety (90) days after said leased machinery is ready to ship to Licensee, and to be payable in New York funds, on or before the fifteenth day of January, for the year last preceding, during the entire term of this license and lease, including the said supplemental period, if entered upon, of Eight (8) years, subject to the provisions of Section 18. The first and last payments hereunder shall be prorated according to the number of months during which such minimum royalty shall have actually been accruing in the first and last calendar years respectively; Provided, however, that no minimum royalty shall be due or payable hereunder for any calendar year for which the Licensee shall pay to the Licensor for the use of all feeders under license and lease during such year, total production royalties equal to the total minimum royalties required under licenses and leases covering such feeders for that year.

[fol. 20162] Section 12

Insurance—Taxes—Liability for Injury

The Licensor shall, at its own expense carry good policies of insurance agalnst fire on said leased machinery in amounts believed adequate by the Licensor. The Licensee may, by giving written notice to the Licensor, assume the responsibility for such insurance; thereupon Licensee shall, at its own expense, carry such insurance in such amounts. Licensee shall pay all taxes assessed against said leased

machinery, and shall hold and save the Licensor harmless against any and all damages and costs resulting from injury occurring to any of the said Licensee's employees or others on account of or in connection with said leased machinery, subsequent to the installation thereof.

Section 13

Operation of Machinery

The Licensee shall keep, use and operate said leased machinery and all parts thereof in a careful, safe, prudent, and proper manner; shall maintain the same in good order, damage by fire excepted as hereinafter set forth in Section 21 hereof; and shall not interfere with the proper operation thereof, or remove or deface any plates, dates, numbers or inscriptions placed thereon by the Licensor. The Licensee shall promptly notify the Licensor of the need of any repairs or renewals of said leased machinery, and the Licensee shall at its own expense effect such repairs and renewals, purchasing the necessary renewal parts from the Licensor. The Licensor agrees to furnish promptly such renewal parts at prices not in excess of the prices charged by responsible outside parties for parts of similar design, material and workmanship. If the Licensor declines or neglects so to furnish such parts, the Licensee may procure them elsewhere. Title to all repair and renewal parts furnished by Licensor shall be retained by Licensor, and title to all repair and renewal parts obtained by Licensee from persons other than the Licensor shall pass, when installed, to the Licensor.

[fol. 20163] Section 14

Inherent Defects

The Licensor shall remedy and make good without charge, any inherent defects appearing in the materials of said leased machinery, during one year from date of installation.

It is agreed between the parties hereto that no obligation whatsoever rests upon or is assumed by the Licensor that other machinery and equipment of the Licensee or of others will operate successfully or efficiently in conjunction with said leased machinery of the Licensor.

Section 15

Acknowledging Validity of Patents

(a) The Licensee agrees so long as this license remains in force, that it will not dispute the validity of the Letters Patent under which this License is granted, some of which are set forth in Schedule E annexed hereto, so far as these patents apply to the methods and machines which are hereby licensed to the Licensee.

(b) In case a final decree shall declare to be void all or substantially all of the Licensor's patents relating to the said leased machinery, so that the Licensee is thereby evicted from all or substantially all of the benefits of this license and lease, then and in that case the Licensee may at its option revoke and terminate this license and lease, in which event the Licensee shall thereupon restore to the Licensor all of the said leased machinery and its appurtenances as provided in Section 19 hereof, and shall thereupon be relieved from paying further minimum royalties. Provided, however, that until such revocation and restoration the Licensee shall continue to be bound by all the covenants and provisions of this license and lease.

[fol. 20164]

Section 16

Protection of Licensee From Infringement Claims—Liability for Non-Performance

(a) The Licensor will at its own expense save and hold the Licensee harmless against damages and costs recovered in any suits brought against the Licensee for alleged infringement of patents based on the use of the said leased machinery, but only to the extent of the royalties which shall have been paid by the Licensee for the use of said leased machinery during and for the period of infringement and before the judgment for such recovery, said period not to exceed, however, the twenty-four months immediately preceding such judgment. The Licensor shall, upon the written request of the Licensee, defend any such suits, unless or until the Licensor shall elect to effect a settlement thereof. The Licensee shall promptly inform the Licensor of any such suit, or any threat or probability thereof, coming to the knowledge of the Licensee, and shall, at the Licensor's expense, fully and freely aid the Licensor in defending the same; and shall further promptly inform the

Licensor of any infringement of the Licensor's patents coming to the knowledge of the Licensee.

(b) The Licensor shall have the right to intervene in and defend, as a party thereto, any suit brought against the Licensee during the term hereof which involves any contention that the making, selling or use of such leased machinery, or any improvement or part thereof, constitutes an infringement of any patent.

(c) In case the Licensor shall be delayed in the performance of, or be rendered unable to perform, all or any part of its obligations under this license and lease, by reason of strikes, unavoidable accidents, acts of God, the non-arrival of machines or materials, or if the installation or operation of the said leased machinery shall be delayed or stopped by the process or order of any court of competent jurisdiction, the Licensor shall not be liable to the Licensee for any loss, delay or damage incurred thereby, except for damages recovered for infringement as set forth and limited above in this Section, Provided, however, that if the right of the Li- [fol. 20165] censee to use the said leased machinery, or any part thereof, shall be suspended by reason of an order, decree or injunction issued by any court of competent jurisdiction, then during the continuance of restraint by such order, decree or injunction, or until the Licensor shall have substituted other machinery or parts as hereinafter set forth, which said Licensor agrees to do as promptly as is reasonably possible, the minimum royalty as set forth in Section 11 hereof shall be waived.

(d) In the event of such an order, decree or injunction being issued against any part or parts of said leased machinery, the Licensor reserves the right to substitute with reasonable promptness other machinery or parts for those involved in the injunction and at no cost or charge to the Licensee. The part or parts so substituted shall be of an efficiency substantially equal to that of the parts or parts so involved in said order, decree, or injunction and shall immediately become subject to all the provisions of this license and lease.

(e) In the event that such order, decree or injunction shall become permanent against any part or parts of said leased machinery, and no substitution of machinery or parts shall have been made with reasonable promptness as above

stated, then in that event this license and lease shall cease and terminate in all its provisions, and if the said event occurs during the first Three (3) years of the term of this license and lease, the Licensee shall be entitled to receive back the said license fee paid by it, after deducting therefrom such proportion thereof as the elapsed time under this license and lease shall bear to the said three years.

[fol. 20166]

Section 17

Right of Revocation

In case the Licensee shall violate or fail to observe any of the conditions set forth in Sections 1, 3, 6, 7, 8, 9, 10, 11, 12, 13, 20 and 21 of this license and lease, or shall cause the same to be violated, the Licensor shall have the right at its option, to revoke and terminate absolutely, this license and lease upon giving written notice to the Licensee of said revocation at least thirty (30) days before the time when such revocation is to take effect.

Except as provided in Sections 15, 16, 18 and 21, no termination or revocation whatsoever of this license and lease under any section hereof, nor the use of the remedy of injunction, accounting or re-possession shall, however, affect or in any way discharge the liability of the Licensee hereunder, to pay and to continue to pay to the Licensor, the minimum royalty provided by Section 11 hereof, for and during the entire term of this license and lease, including its supplemental eight year period if entered upon, nor shall any royalties paid by said Licensee be returned.

Section 18

Commutation of Minimum Royalties

It is further agreed that in the event of revocation by the Licensor under the provisions of Section 17, the Licensee, in lieu of its obligation therein provided to pay the said minimum royalties throughout said entire term, may at its option wholly discharge said obligation by paying to the Licensor, within sixty days after said revocation, a lump sum equal to fifty (50) per cent. of the total minimum royalties which would under this license and lease be payable during the remainder of said term, including its said supplemental period if entered upon; and it is further agreed, that the Licensee may at any time during said term,

including said supplemental period, revoke and terminate this license and lease in its option, by giving written notice to the Licensor sixty (60) days beforehand of its intention so to revoke and by paying to the Licensor within said sixty days a lump sum in discharge calculated as above set forth in this Section.

[fol. 20167]

Section 19

Re-Possession of the Machinery

Upon the termination of this license and lease at the end of its initial or supplemental period, or sooner as herein provided, or in the event the license fee specified herein is not paid as agreed the Licensee shall return to the Licensor the said leased machinery and all appurtenances thereof, covered by this license and lease, in good condition, reasonable wear and use excepted, by delivering the same properly crated and packed f. o. b. cars at any convenient freight station near the plant of the Licensee. If said Licensee shall fail so to deliver the machinery, the Licensor is hereby authorized to enter upon any premises where the said leased machinery may be and take possession thereof and remove it.

Section 20

Inspection

Duly authorized agents or employees of the Licensor shall at all reasonable times be allowed access to the said leased machinery for the purpose of inspecting the same and its operation and use, and the Licensee shall afford all reasonable facilities therefor.

Section 21

Fire Loss

(a) In the event that the said leased machinery shall be damaged by fire so as to cause a suspension of production therewith the Licensee shall immediately give written notice to the Licensor as to the extent and nature of the damage to the said leased machinery and as to the plans and intentions of the Licensee relative to repairing the damage and resuming operations under this license and lease.

(b) In the event of such damage by fire, the Licensor, if so requested in the said notice, shall at its own expense and to an extent not exceeding the amount of insurance [fol. 20168] received, provide the Licensee with the machinery or parts thereof necessary to repair or replace the damaged machinery or parts. The Licensee shall at its own expense promptly and diligently proceed to install the said machinery or parts thereof. From the time when said notice is received by the Licensor and thereafter during only such time, not exceeding six months, as may be necessary for providing and installing the said machinery or parts, the minimum royalty set forth in Section 11 hereof shall be waived.

(c) If the Licensee shall not within six (6) months after the occurrence of the fire rebuild or otherwise repair the damage and resume operation under this license and lease, or if the Licensee shall fail to resume the payment of royalties when due, then in any of these cases the Licensor shall have the right at its option to revoke and cancel this license and lease.

Section 22

Waiving of Conditions

None of the terms of this license and lease shall be held to have been waived or altered unless such waiver or alteration is in writing, signed by an officer of the Licensor, expressly authorized thereto.

[fol. 20169] In Witness Whereof each of the parties hereto has caused this license and lease to be executed in duplicate, in its name and behalf, as of the day and year first above written, the Hartford-Empire Company by Name of Officer: John R. Hobson. Official Title: Asst. Secretary and Anchor Hocking Glass Corporation of Pa., Licensee, by Name of Officer: Wm. V. Fisher. Official Title: President, both thereto duly authorized.

Licensor's Signature

Hartford-Empire Company, by Name of Officer: John R. Holm. Official Title: Asst. Secretary. (Seal.) In presence of: Ada J. Cornwall, Dorothy H. Luettgens.

Licensee's Signature

Anchor Hocking Glass Corporation of Pa., by Wm. V. Fisher. Official Title: President. (Seal.) In presence of: Norine Kennedy, Verda M. Thomas.

[fol. 20170] Licensor's Affidavit

STATE OF CONNECTICUT,
County of Hartford ss:

On the 31st day of March in the year one thousand, nine hundred and forty-one (1941) before me personally came John R. Hobson to me known, who being by me duly sworn did depose and say that he resides in West Hartford, Connecticut and that he is Assistant Secretary of Hartford-Empire Company, one of the parties described in, and which executed the above license and lease; and that he executed the same for and in behalf of the said Corporation and affixed the seal of said corporation thereto by order of the Board of Directors of said Corporation, and that he knows the said seal to be the seal of the said Corporation.

Ada J. Cornwall, Notary Public. (Seal).

[fol. 20171] Licensee's Affidavit

STATE OF OHIO,
County of Fairfield, ss:

On this 29th day of March in the year one thousand, nine hundred and forty-one (1941) before me personally came Wm V. Fisher, to me known, who being by me duly sworn did depose and say that he resides in Lancaster, Ohio and that he is President of the Anchor Hocking Glass Corporation of Pa. one of the parties described in and which executed the above license and lease; and that he executed the same for and in behalf of the said Corporation and affixed the seal of said Corporation thereto by order of the Board of Directors of said Corporation, and that he knows the said seal to be the seal of the said Corporation.

F. B. Schlub, Notary Public. My commission expires Nov. 15, 1941. (Seal.)

[fol. 20172] **Schedule A**

Annexed to License and Lease No. H S F 453, Dated March 31, 1941

List of Machinery and Accessories Furnished—*Note:* Only the following parts have been ordered and are to be furnished now: Mechanism Box, Shear Mechanism, 4 Plunger Cams, 4 Shear Cams, 5 Drop Guides 8 Orifice Ring Holders. Other parts, listed herein and usually furnished for the license fee specified on page 4, have already been furnished.

Single Feeder No. 576

1. Hartford Single Feeder* consisting of Mechanism Box, Plunger Mechanism, Spout Mechanism, Metal Parts and Shear Mechanism, equipped with parts selected from those shown below ..... Class 144

2. Not more than 4 Shear Cams, Not more than 4 Plunger Cams, Not more than 8 Drop Guides, Not more than 8 Orifice Ring Holders.

3. 1 Set Base Plate and Rear Supporting Brackets.

4. 1 Set Metal Parts for Forehearth, including Burner Equipment, excepting Standard Pipe Fittings and Pipes.

5. 1 Set Clay Parts for Front Section of Forehearth.

6. 1 Interceptor Mechanism.

7. 1 Plain Chain Drive Mechanism, excepting Motor and Starter, and including not more than 8 Driven Sprockets, 3 Drive Sprockets and 2 Chains.

8. 1 Timing Valve.

9. 1 Shear Water Spray Device.

*** Cost of spare, variable or special parts of leased machinery which may be furnished on order of Licensee is not included in license fee specified on page 4 hereof. Examples of such parts are as follows: Clay Spout, Clay Spout Cover, Clay Orifice Ring, Clay Tube, Clay Plunger, Plunger Chuck, Shear Blades, Revolving Tube Mechanism, Variable Speed Drive (including PIV), Offset Delivery, Mechanical Drive, Thermocouple Equipment, Front and Rear Structural Steel Feeder Supports, Rear Forehearth Clay, Remote Controls.**

[fol. 20173] Schedule B

Annexed to License and Lease No. H S F 453, Dated March 31, 1941

Installation of Machinery

1. The Licensor will furnish free of charge to the Licensee such general supervision as the Licensor may deem necessary in connection with the installation of the leased machinery set forth in Schedule "A" annexed hereto.

2. The Licensor will, if requested in writing by the Licensee, furnish a competent foreman to direct and assist in the said installation.

3. The Licensor will, if requested in writing by the Licensee, furnish a competent operator to instruct the Licensee's operators in the operation of the said machinery for a period not exceeding two weeks from the time the said machinery is installed.

4. The Licensee will pay to the Licensor the entire cost incurred by the Licensor under (2) and of instructions under (3), including the traveling and living expenses of the men furnished, plus 10% of the said entire cost.

[fol. 20174] Schedule C

Annexed to License and Lease No. H S F 453, Dated March 31, 1941

Specification of Glassware Which May Be Made

Permitted Ware

The ware to be produced hereunder shall comprise any and all articles of glassware.

[fol. 20175]

SCHEDULE D

Annexed to License and Lease No. H8F 453

Dated March 31, 1941

Rates of Royalty

The weights below specified are the weights of the finished articles.

	Blown or Pressed and Blown Per Gross	Purely Pressed* Per Gross
½ oz. wt. and under	7½ Cents	7½ Cents
Over ½ oz. wt. and not exceeding 1 oz. wt.	8 Cents	7½ Cents
Over 1 oz. wt. and not exceeding 1½ oz. wt.	9 Cents	7½ Cents
Over 1½ oz. wt. and not exceeding 2 oz. wt.	10 Cents	7½ Cents
Over 2 oz. wt. and not exceeding 4 oz. wt.	11 Cents	8¼ Cents
Over 4 oz. wt. and not exceeding 8 oz. wt.	12 Cents	9 Cents
Over 8 oz. wt. and not exceeding 12 oz. wt.	13 Cents	9¾ Cents
Over 12 oz. wt. and not exceeding 13 oz. wt.	14 Cents	10½ Cents
Over 13 oz. wt. and not exceeding 16 oz. wt.	15 Cents	11¼ Cents
Over 16 oz. wt. and not exceeding 20 oz. wt.	16 Cents	12 Cents
Over 20 oz. wt. and not exceeding 26 oz. wt.	18 Cents	13½ Cents
Over 26 oz. wt. and not exceeding 30 oz. wt.	21 Cents	15¾ Cents
	Per Pound	Per Pound
Over 30 oz. wt. and not exceeding 96 oz. wt.	1/12 of a Cent	1/16 of a Cent
Over 96 oz. wt.	1/6 of a Cent	1/8 of a Cent

*Purely Pressed, that is, produced by an operation which consists solely of pressing without the intervention of any air in the mold for the purpose of changing the shape of the article to be produced.

1. The rates of royalty on spherical marbles and balls up to one (1) inch in diameter shall be ten (10) cents per thousand (1000).

2. No royalty shall be payable upon stoppers, caps, lids and/or liners.

3. The royalty on all lettered fruit jars for domestic (household) use up to and including one-half (½) gallon capacity shall be twelve (12) cents per gross.

[fol. 20176]

SCHEDULE E

Annexed to License and Lease No. H S F 453

Dated March 31, 1941

List of Patents

Any or all of the following:

Patent No.	Date	Patent No.	Date
1,512,566	Oct. 21, 1924	1,603,994	Oct. 19, 1926
1,514,091	Nov. 4, 1924	1,604,000	Oct. 19, 1926
1,516,220	Nov. 18, 1924	1,608,603	Nov. 30, 1926
1,519,885	Dec. 16, 1924	1,608,967	Nov. 30, 1926
1,524,638	Jan. 27, 1925	1,621,426	Mar. 15, 1927
1,534,996	April 21, 1925	1,626,705	May 3, 1927
1,540,894	June 9, 1925	1,628,324	May 10, 1927
1,544,987	July 7, 1925	1,629,409	May 17, 1927
1,549,206	Aug. 11, 1925	1,631,107	May 31, 1927
1,553,819	Sept. 15, 1925	1,642,966	Sept. 20, 1927
1,558,790	Oct. 27, 1925	1,642,967	Sept. 20, 1927
1,564,909	Dec. 8, 1925	1,642,968	Sept. 20, 1927
1,573,742	Feb. 16, 1926	1,644,393	Oct. 11, 1927
1,574,709	Feb. 23, 1926	1,654,710	Jan. 3, 1928
1,574,739	Feb. 23, 1926	1,655,391	Jan. 3, 1928
1,588,393	June 8, 1926	1,656,869	Jan. 17, 1928
1,589,304	June 15, 1926	1,663,925	Mar. 27, 1928
1,590,924	June 29, 1926	1,684,064	Sept. 11, 1928
1,593,290	July 20, 1926	1,708,037	April 9, 1929
1,596,438	Aug. 17, 1926	1,708,069	April 9, 1929
1,600,962	Sept. 21, 1926	1,727,379	Sept. 10, 1929
1,603,974	Oct. 19, 1926		

[fol. 20177]

SCHEDULE E—(Continued)

Annexed to License and Lease No. H S F 453

Dated March 31, 1941

List of Patents

Any or all of the following:

Patent No.	Date	Patent No.	Date
1,732,771	Oct. 22, 1929	1,873,021	Aug. 23, 1932
1,732,773	Oct. 22, 1929	1,873,022	Aug. 23, 1932
1,735,837	Nov. 12, 1929	Re. 18,581	Aug. 23, 1932
1,737,165	Nov. 26, 1929	1,879,420	Sept. 27, 1932
1,756,109	April 29, 1930	1,892,765	Jan. 3, 1933
1,760,254	May 27, 1930	1,900,361	Mar. 7, 1933
1,760,255	May 27, 1930	1,900,362	Mar. 7, 1933
1,760,435	May 27, 1930	1,908,936	May 16, 1933
1,760,999	June 3, 1930	1,909,152	May 16, 1933
1,781,340	Nov. 11, 1930	1,921,380	Aug. 8, 1933
1,788,413	Jan. 13, 1931	1,923,554	Aug. 22, 1933
1,816,309	July 28, 1931	1,950,339	Mar. 6, 1934
1,828,726	Oct. 20, 1931	2,030,804	Feb. 11, 1936
1,864,275	June 21, 1932	2,063,849	Dec. 8, 1936
1,864,276	June 21, 1932	2,073,571	Mar. 9, 1937
1,864,277	June 21, 1932	2,073,572	Mar. 9, 1937
1,864,278	June 21, 1932	2,073,573	Mar. 9, 1937
1,864,279	June 21, 1932		

It is recognised, however, that this Schedule E may not be complete in its recital of all the patents under which the License is granted.

[fols. 20178-20186] DEFENDANTS' EXHIBIT No. H-5783

Supplemental Agreement Between Hartford-Empire Company and Buck Glass Company

Dated , 1941.

Note: Exhibit H-5783 is otherwise similar to exhibit H-5781.

• • • • • • •

[fols. 20187-20195] DFENDANTS' EXHIBIT No. H. 5784

Supplemental Agreement Between Hartford-Empire Company and Glenshaw Glass Company, Inc.

Dated , 1941.

Note: Exhibit H-5784 is otherwise similar to exhibit H-5781.

• • • • • • •

[fols. 20196-20202] DEFENDANTS' EXHIBIT No. H 5785

Supplemental Agreement Between Hartford-Empire Company and Lamb Glass Company

Dated , 1941.

Note: Exhibit H-5785 is otherwise similar to exhibit H-5781.

• • • • • • •

[fol. 20203-20211] DEFENDANTS' EXHIBIT No. H 5786

Supplemental Agreement Between Hartford-Empire Company and Latchford-Marble Glass Company

Dated , 1941.

Note: Exhibit H-5786 is otherwise similar to exhibit H-5781.

• • • • • • •

[fols. 20212-20237] DEFENDANTS' EXHIBIT No. H 5787

License and Lease No. H S F 461 from Hartford-Empire Company to Latchford-Marble Glass Company Los. Angeles, California.

Dated April 29, 1941.

Hartford Single Feeder No. 584

Edition February, 1941.

Note: Exhibit H-5787 is otherwise similar to exhibit H-5782.

. . . . . .

[fols. 20238-20245] DEFENDANTS' EXHIBIT No. H 5788

Supplemental Agreement Between Hartford-Empire Company and McKee Glass Company

Dated , 1941.

Note: Exhibit H-5788 is otherwise similar to exhibit H-5781.

. . . . . .

[fols. 20246-20254] DEFENDANTS' EXHIBIT No. H 5789

Supplemental Agreement Between Hartford-Empire Company and Olean Glass Company, Inc.

Dated , 1941.

Note: Exhibit H-5789 is otherwise similar to exhibit H-5781.

. . . . . .

[fols. 20255-20262] DEFENDANTS' EXHIBIT No. H 5790

Supplemental Agreement Between Hartford-Empire Company and Thatcher Manufacturing Company

Dated —— —, 1941.

Note: Exhibit H-5790 is otherwise similar to exhibit H-5781.

• • • • • • •

[fol. 20263-20302] DEFENDANTS' EXHIBIT No. H 5791

Supplemental Agreement Between Hartford-Empire Company and Tygart Valley Glass Company

Dated —— —, 1941.

Note: Exhibit H-5791 is otherwise similar to exhibit H-5781.

• • • • • • •

[fols. 20303-20352] DEFENDANTS' EXHIBIT No. H 5793

License and Lease No. H S F — from Hartford-Empire Company to —

Dated —— —, ——.

Hartford Single Feeder No. —

Note: Exhibit H-5793 is otherwise simliar to exhibit H-5782.

• • • • • • •

[fols. 20353-20354] DEFENDANTS' EXHIBIT No. H 5795

[fol. 20355] License and Lease No. HL —

Preamble

This License and Lease, made this — day of — 19—, between the Hartford-Empire Company, a corporation organized under the laws of the State of Delaware and hav-

ing a place of business at Hartford, Connecticut, hereinafter designated as Licensor, and — a corporation organized under the laws of the State of — and having a place of business at — hereinafter designated as Licensee,

[fol. 20356] Witnesseth That:

Whereas the Licensor owns or controls Letters Patent of the United States set forth in Schedule "D" hereto annexed, and certain applications now pending for Letters Patent of the United States, relating to machinery, or to methods or processes for treating or annealing glassware, and

Whereas the Licensee is engaged in manufacturing glassware, having a plant for that purpose at — and desires to use in said business at said plant machinery known as the "Hartford Lehr" and described in Schedule A annexed hereto, said machinery embodying or employing inventions shown in said letters patent and patent applications,

Now, therefore, in consideration of the covenants and royalties hereinafter set forth, and a license fee of — to be paid in cash by said Licensee to said Licensor in the following manner — to be paid upon the execution and delivery of this license and lease and the balance of — within sixty (60) days after the "Hartford Lehr" is ready for shipment to Licensee, it is hereby mutually agreed as follows:

[fol. 20357]

Section 1

Extent of License and Lease

The Licensor hereby leases to the Licensee and hereby licenses the Licensee to use the said Hartford Lehr, said lehr, together with all devices and mechanisms used in connection therewith and furnished by Licensor under this license and lease, being hereinafter referred to as "leased machinery"; Provided, However, that this license and lease is limited and confers only the right to use said leased machinery in continental United States, and in the manner and for the purpose hereinafter set forth.

Section 2

Preparation for Installation

The Licensee agrees, upon receiving drawings and lists showing locations and dimensions of said leased machinery, to furnish and have ready proper floor space, foundations,

controlled air and fuel pressure, piping, tools, power and such other adjuncts and equipment as are required to perfect the installation of said leased machinery.

Section 3

Delivery and Installation

The Licensor, as soon as reasonably possible after the provisions of Section 2 have been complied with, shall deliver said leased machinery, f. o. b. rail shipment at place of manufacture, and shall aid in installing said leased machinery as provided in Schedule "B" annexed hereto.

The Licensee agrees to proceed diligently with the installation of said leased machinery as soon as the same is delivered, and to accept the leased machinery and pay royalties to the Licensor as hereinafter provided.

[fol. 20358]

Section 4

Term

This license and lease, unless sooner revoked or terminated as provided elsewhere herein, shall remain in force for an initial period of Eight (8) years from the date of this license and lease. The Licensee shall have the privilege, if claimed in writing before the expiration of the said initial period, of one renewal for a supplemental period of Eight (8) years, upon all the conditions hereof, except as to installation and further renewal, and without additional license fee for such renewal.

Section 5

Licensor Retains Title

It is understood and agreed that the Licensor and its successors and assigns, retains, and shall continue to retain complete title to said leased machinery subject only to the possession and use thereof by Licensee during the term of this license and lease.

Section 6

Place and Nature of Use

(a) Said leased machinery and all improvements thereon shall be used only for the annealing or treatment of the glassware defined as "Permitted Ware" in Schedule "C"

annexed hereto, and only at said plant of Licensee or at a plant owned by the Licensee.

(b) The grant of rights herein to use such leased machinery shall not be construed to include the right of the Licensee to use other machinery not under license and/or lease from the Licensor, and Licensor specifically reserves such rights as it now has or shall acquire with respect to such other machinery.

[fol. 20359]

Section 7

Prohibition of Assignment

The said leased machinery shall be used only by the Licensee or its operatives. Neither the said leased machinery nor any part thereof nor this license and lease shall be transferred, assigned or sublet by the Licensee, except to the purchaser of the entire business of the Licensee. If either be otherwise transferred, assigned or sublet, or if the Licensee discontinues for a period of more than one year the treatment of glassware under this license and lease, or if proceedings in bankruptcy are commenced by or against the Licensee, or a receiver is appointed over the Licensee, or if the Licensee makes any general transfer or assignment for the benefit of creditors, then and in any such case this license and lease may, at the option of the Licensor, be terminated as provided for in Section 15.

Section 8

Changes, Additions and Improvements

No changes, additions or subtractions other than reasonable and necessary repairs and other than necessary or proper safety appliances, shall be made in or to said leased machinery except by consent of both parties to this license and lease, or except as provided in Section 14 hereof in the event of injunction, and except as provided in this Section for improvements; and all changes and additions when made shall become the property of the Licensor. In the event that the Licensee shall acquire any patent right during the term hereof covering such changes and additions, Licensee shall grant to the Licensor, without charge, a non-exclusive, divisible license under and for the term of such patent right.

The Licensee shall, during the term of this license and lease, be given the benefit, for the purposes set forth in this license and lease, of any and all improvements for use in and upon said leased machinery, which may be devised, developed or acquired by the Licensor, if and when said improvements shall, with the express consent of the Licensor, have been used commercially in the United States upon [fol. 20360] said leased machinery in the making of glassware, or upon machinery of identical type used by other licensees of the Licensor. In such event the Licensor will, upon written request of the Licensee, furnish to the Licensee with reasonable promptness, such parts as may be needed to apply the said improvements to the said leased machinery at prices similar to those charged by Licensor for such parts to other similar licensees. Such improvements shall be used by the Licensee only in or upon the said leased machinery, and only during the term of this license and lease. All parts displaced from said leased machinery by the said improvements shall be returned to the Licensor.

The word "improvements," when used in this license and lease, shall be held to mean only (1) substitution of new parts for old parts of said leased machinery; or (2) changing old parts thereof; or (3) addition of new devices which are intended and adapted to become integral portions of such machinery and to perform only one or more of the original functions of such machinery; and not otherwise.

Section 9

Royalties—Minimum Royalty—Reports

(a) The Licensee shall pay to the Licensor during the term of this License and Lease a royalty of Two and One-half Dollars ($2.50) for each day, or any part thereof, during which said leased machinery is used. Such royalty shall be paid monthly at the Licensor's office in New York funds on or before the fifteenth day of each month for the use of said leased machinery during the preceding calendar month.

(b) The Licensee shall pay a minimum royalty under this License and Lease of not less than Four Hundred Dollars ($400) per year, payable in New York funds at the Licensor's office on or before the fifteenth day of January for the year last preceding during the entire term of this License and Lease. Such minimum royalty shall begin to

accrue on the first day of the calendar month next succeeding the date when said leased machinery shall commence to operate, and not later than the first day of the calendar [fol. 20361] month next succeeding Thirty (30) days after the date of shipment of the leased machinery to Licensee and the first and last payments hereunder shall be prorated according to the number of months during which such minimum royalty shall have actually been accruing in the first and last calendar years respectively;

Provided, however, that no minimum royalty shall be due or payable hereunder for any calendar year in which Licensee shall pay to Licensor for the use of all lehrs under license and lease from Licensor, total per diem royalties equal to the total minimum royalties required on all such lehrs for that year.

(c) The Licensee shall, on or before the tenth day of each month, furnish to the Licensor, upon blanks provided by the latter, a properly certified statement showing the number of days that the leased machinery was operated during the preceding calendar month.

Section 10

Insurance—Taxes—Liability for Injury

The Licensor shall, at its own expense, carry good policies of insurance against fire on said leased machinery in amounts believed adequate by the Licensor. The Licensee may, by giving written notice to the Licensor, assume the responsibility for such insurance; thereupon Licensee shall, at its own expense, carry such insurance in such amounts. Licensee shall pay all taxes assessed against said leased machinery, and shall hold and save the Licensor harmless against any and all damages and costs resulting from injury occurring to any of the said Licensee's employees or others on account of or in connection with said leased machinery, subsequent to the installation thereof.

[fol. 20362] Section 11

Operation of Machinery

The Licensee shall keep, use and operate said leased machinery and all parts thereof in a careful, safe, prudent, and proper manner; shall maintain the same in good order,

damage by fire excepted as set forth in Section 19 hereof; and shall not interfere with the proper operation thereof, or remove or deface any plates, dates, numbers or inscriptions placed thereon by the Licensor. The Licensee shall promptly notify the Licensor of the need of any repairs or renewals of said leased machinery, and the Licensee shall at his own expense effect such repairs and renewals, purchasing the necessary renewal parts from the Licensor. The Licensor agrees to furnish promptly such renewal parts at prices not in excess of the prices charged by responsible outside parties for parts of similar design, material and workmanship. If the Licensor declines or neglects so to furnish such parts, the Licensee may procure them elsewhere. Title to all repair and renewal parts furnished by Licensor shall be retained by Licensor, and title to all repair and renewal parts obtained by Licensee from persons other than Licensor shall pass, when installed, to the Licensor.

Section 12

Inherent Defects

The Licensor shall remedy and make good without charge any inherent defects appearing in the materials of said leased machinery during one year from date of installation.

It is agreed between the parties hereto that no obligation whatsoever rests upon or is assumed by the Licensor that other machinery and equipment of the Licensee or of others will operate successfully or efficiently in conjunction with the said leased machinery of the Licensor.

[fol. 20363] Section 13

Acknowledging Validity of Patents

(a) The Licensee agrees so long as this license and lease remains in force, that it will not dispute the validity of the Letters Patent under which this license is granted, some of which are set forth in Schedule D, annexed hereto, so far as these patents apply to the methods and machine which are hereby licensed to the Licensee.

(b) In case a final decree shall declare to be void all or substantially all of the Licensor's patents relating to the said leased machinery, so that the Licensee is thereby evicted from all or substantially all of the benefits of this

license and lease, then and in that case the Licensee may at its option revoke and terminate this license and lease in which event the Licensee shall thereupon restore to the Licensor all of the said leased machinery and its appurtenances as provided in Section 17 hereof, and shall thereupon be relieved from paying further royalties; Provided, however, that until such revocation and restoration the Licensee shall continue to be bound by all the covenants and provisions of this license and lease.

Section 14

Suits for Infringement

(a) The Licensor will at its own expense defend any suits brought against the Licensee for alleged infringement of patents based on the use of the said leased machinery, unless or until the Licensor shall elect to effect a settlement thereof. The Licensee shall promptly inform the Licensor of any such suit, or any threat or probability thereof, coming to the knowledge of the Licensee, and shall, at the Licensor's expense, fully and freely aid the Licensor in defending the same; and shall further promptly inform the Licensor of any infringement of the Licensor's patents coming to the knowledge of the Licensee.

(b) The Licensor shall have the right to intervene in and defend, as a party thereto, any suit brought against the Licensee during the term hereof which involves any conten- [fol. 20364] tion that the making, selling or use of such leased machinery, or any improvement or part thereof constitutes an infrigement of any patent.

(c) In case the Licensor shall be delayed in the performance of, or be rendered unable to perform all or any part of its obligations under this license and lease, by reason of strikes, unavoidable accident, acts of God, the non-arrival of machines or materials, or if the installation or operation of the said leased machinery shall be delayed or stopped by the process or order of any court of competent jurisdiction, the Licensor shall not be liable to the Licensee for any loss, delay or damage incurred thereby; Provided, however, that if the right of the Licensee to use the said leased machinery, or any part thereof, shall be suspended by reason of an order, decree or injunction issued by any

court of competent jurisdiction, then during the continuance of restraint by such order, decree or injunction, or until the Licensor shall have substituted other machinery or parts as hereinafter set forth, which said Licensor agrees to do as promptly as reasonably possible, the minimum royalty set forth in Section 9 hereof shall be waived.

(d) In the event of such an order, decree or injunction being issued against any part or parts of said leased machinery, the Licensor reserves the right to substitute with reasonable promptness other machinery or parts for those involved in the injunction and at no cost or charge to the Licensee. The part or parts so substituted shall be of an efficiency substantially equal to that of the part or parts so involved in said order, decree or injunction and shall immediately become subject to all the provisions of this license and lease.

(e) In the event that such order, decree or injunction shall become permanent against any part or parts of said leased machinery, and no substitution of machinery or parts shall have been made with reasonable promptness as above stated, then in that event this license and lease shall cease and terminate in all its provisions, and if the said event occurs during the first three (3) years of the term of this license and lease, the Licensee shall be entitled to receive back the said license fee paid by it, after deducting therefrom such proportion thereof as the elapsed time under this license and lease shall bear to the said three years.

[fol. 20365]

Section 15

Right of Revocation

In case the Licensee shall violate or fail to observe any of the conditions set forth in Sections 1, 3, 6, 7, 8, 9, 10, 11, 18 and 19 of this license and lease, or shall cause the same to be violated, the Licensor shall have the right at its option, to revoke and terminate absolutely this license and lease upon giving written notice to the Licensee of said revocation at least thirty (30) days before the time when such revocation is to take effect.

Except as provided in Sections 13, 14, 16 and 19, no termination or revocation whatsoever of this license and lease under any section hereof, nor the use of the remedy of in-

junction, accounting or repossession shall, however, affect or in any way discharge the liability of the Licensee hereunder, to pay and to continue to pay to the Licensor, the minimum royalty provided by Section 9 hereof, for and during the entire term of this license and lease, including its supplemental period if entered upon, nor shall any royalties paid by said Licensee be returned.

Section 16

Commutation of Royalties

It is further agreed that in the event of revocation by the Licensor under the provisions of Section 15, the Licensee, in lieu of its obligation therein provided to pay the said minimum royalty throughout said entire term, may at its option wholly discharge said obligation by paying to the Licensor within sixty days after said revocation a lump sum equal to fifty (50) per cent. of the minimum royalties (provided by Section 9) which would under this license and lease be payable during the remainder of said term, including its said supplemental period if entered upon; and provided further, that the Licensee may at any time during said term, including said supplemental period, revoke and terminate this license and lease in its option, by giving written notice to the Licensor sixty (60) days beforehand of its intention so to revoke and by paying to the Licensor within said sixty days a lump sum in discharge calculated as above set forth in this Section.

[fol. 20366] Section 17

Re-Possession of the Machinery

Upon the termination of this license and lease at the end of its initial or supplemental period, or sooner as herein provided, or in the event the license fee specified herein is not paid as agreed, the Licensee shall return to the Licensor the said leased machinery and all appurtenances thereof, covered by this license and lease, in good condition, reasonable wear and use excepted, by delivering the same properly crated and packed f. o. b. cars at any convenient freight station near the plant of the Licensee. If said Licensee shall fail to deliver the machinery, the Licensor is hereby authorized to enter upon any premises where the

said leased machinery may be and take possession thereof and remove it.

Section 18

Inspection

Duly authorized agents or employees of the Licensor shall at all reasonable times be allowed access to the said leased machinery for the purpose of inspecting the same and its operation and use, and the Licensee shall afford all reasonable facilities therefor.

Section 19

Fire Loss

(a) In the event that the said leased machinery shall be damaged by fire so as to cause a suspension of production therewith the Licensee shall immediately give written notice to the Licensor as to the extent and nature of the damage to the said leased machinery, and as to the plans and intentions of the Licensee relative to repairing the damage and resuming operations under this license and lease.

[fol. 20367] (b) In the event of such damage by fire, the Licensor, if so requested in the said notice, shall at its own expense and to an extent not exceeding the amount of insurance received, provide the Licensee with the machinery or parts thereof necessary to repair or replace the damaged machinery or parts. The Licensee shall at its own expense promptly and diligently proceed to install the said machinery or parts thereof. From the time when said notice is received by the Licensor and thereafter during only such time, not exceeding six months, as may be necessary for providing and installing the said machinery or parts, the minimum royalty set forth in Section 9 hereof shall be waived.

(c) If the Licensee shall not within six (6) months after the occurrence of the fire rebuild or otherwise repair the damage and resume operation under this license and lease; or if the Licensee shall fail to resume the payment of royalties when due, then in any of these cases the Licensor shall have the right at its option to revoke and cancel this license and lease.

Section 20

Waiving the Conditions

None of the terms of this license and lease shall be held to have been waived or altered unless such waiver or alteration is in writing, signed by an officer of the Licensor, expressly authorized thereto.

[fol. 20368] In Witness Whereof each of the parties hereto has caused this license and lease to be executed in duplicate, in its name and behalf, as of the day and year first above written, the

Hartford-Empire Company by .....

.....

Name of Officer Official Title

and .....

Licensee

by .....

Name of Officer Official Title

both thereto duly authorized.

Licensor's Signature

Hartford-Empire Company.

(Seal)

By .....

Name of Officer Official Title

in presence of:

.....

.....

Licensee's Signature

.....

Licensee

(Seal)

By .....

Name of Officer Official Title

In presence of:

.....

.....

[fol. 20369] Licensor's Affidavit

State of .....
County of ..... } ss.

On this .....day of .....in the year one thousand, nine hundred and ..... before me personally came .....

.....

to me known, who being by me duly sworn did depose and say that he resides in .....

.....

and that he is .....
of Hartford-Empire Company, one of the parties described in, and which executed the above license and lease; and that he executed the same for and in behalf of the said Corporation and affixed the seal of said Corporation thereto by authority of the Board of Directors of said Corporation, and that he knows the said seal to be the seal of the said Corporation.

.....
(Notary Public. (Seal.)

[fol. 20370-20372] Licensee's Affidavit

State of .....
County of ..... } ss.

On this .....day of .....in the year one thousand, nine hundred and ..... before me personally came .....

.....

to me known, who being by me duly sworn did depose and say that he resides in .....

.....

and that he is .....
of the ....., one of the parties described in and which executed the above license and lease, and that he executed the same for and in behalf of the said Corporation and affixed the seal of said Corporation thereto by authority of the Board of Directors

of said Corporation, and that he knows the said seal to be the seal of the said Corporation.

.....
Notary Public.
(Seal)

• • • • • • •

[fols. 20373-20450] Schedule C.

Annexed to License and Lease No. HL.....
Dated.....19....,

Specification of Glassware Which May Be Annealed or Treated

Permitted Ware

The ware to be annealed or treated hereunder shall comprise any and all articles of glassware, other than sheet or plate glass, produced by the licensee during the term of this License and Lease.

• • • • • • •

[fol. 20451] DEFENDANTS' EXHIBIT No. H 5877

[fol. 20452] Agreement as to Historical Data

This Agreement entered into this 14 day of August, 1925, between Oliver M. Tucker, William A. Reeves and James M. Beatty, all of Columbus, Ohio, doing business as a partnership under the firm name of Tucker, Reeves and Beatty, and Hartford-Empire Company, a corporation of Delaware, having a place of business in Hartford, Connecticut,

Witnesseth:

Whereas the said Tucker, Reeves and Beatty have, by instrument of even date herewith, sold, assigned and set over to the said Hartford-Empire Company, its successors and assigns, certain applications for Letters Patent of the United States, enumerated in Schedule A which is attached hereto, made a part hereof, and identified by the signatures of the said Tucker, Reeves and Beatty, together with any additional invention or inventions on glass feeders and/or

glass feeding made by them prior to August 1, 1926, for the United States only, all relating to glass feeders and/or the feeding of molten glass, and

Whereas there are now in existence, and in the possession or under the control of the said Tucker, Reeves and Beatty, various articles relating to the invention and/or [fol. 20453] development of the inventions set forth in said United States applications or which may relate to any said additional invention or inventions on glass feeders, and/or the feeding of molten glass, made by them prior to August 1, 1926; and

Whereas the parties hereto desire to preserve the said articles in safety and to keep said articles available for the inspection of all parties hereto.

Now, Therefore, in consideration of the premises and in further consideration of the sum of One Dollar ($1.00) received by each of the parties hereto and of other valuable considerations receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The said Oliver M. Tucker, William A. Reeves and James M. Beatty, individually and as the said firm, agree that they will promptly deliver to said Hartford-Empire Company true copies made at the request and expense of Hartford-Empire Company; or Tucker, Reeves and Beatty may at their option deliver originals; of all articles of whatever kind such as sketches, drawings, documents, letters, memoranda, exhibits, models, pictures, photographs, reports and/or records that are now in the possession or control of said Tucker, Reeves, Beatty or any of them relating to the invention and/or development of the appar- [fol. 20454] atus and/or methods disclosed in the said applications for United States Patents or relating to any other said additional invention or inventions on glass feeders and/or the feeding of molten glass made by them prior to August 1, 1926.

2. It is agreed between all parties hereto that the originals of all articles referred to in the last preceding paragraph number 1 hereof shall be preserved with care and kept available for the inspection at all reasonable times by either or any party hereto or the accredited representative of any of them.

In Witness Whereof the parties have hereunto affixed their names and seals the day and year first above written.

In Presence of: Tucker, Reeves and Beatty by Oliver M. Tucker, William A. Reeves, James M. Beatty. Hartford-Empire Company by Goodwin Smith, V. P. George Ramsey.

[fols. 20455-20459] Note: Schedule A of Exhibit H-5877 is the same as Schedule A of exhibit H-5504.

[fol. 20460] DEFENDANTS' EXHIBIT No. H 5922

[fol. 20461] Agreement

This Agreement made this 4th day of September 1934, by and between Albert R. Bethel of Huntington Park, California, and Bethel Engineering Company, an unincorporated firm, having its principal place of business at Huntington Park, California, parties of the first part, and Hartford-Empire Company, a corporation of the State of Delaware, having its principal place of business at Hartford, Connecticut, party of the second part,

Witnesseth That,

Whereas the said Bethel and the said Bethel Engineering Company have heretofore been engaged in the development and/or manufacture of equipment for use in glass factories, including automatic feeders, lehrs and forming machines, and now own and control certain United States patents and patent applications relating thereto.

Whereas the party of the second part claims that all of the feeders heretofore manufactured and sold for use in the United Stated by the said parties of the first part (commonly known as "Bethel Feeders") are covered by patents owned and controlled by the party of the second part, and whereas the parties desire that no disputes arise in the future as to infringement of such patents by feeders that might be made by parties of the first part.

[fol. 20462] Whereas the said parties of the first part have determined to no longer manufacture or sell "Bethel Feeders" within the United States and have decided to retire from the aforesaid business and to dispose of their patents and applications relating to glass working ma-

chinery and the drawings, tracings and parts therefor, and

Whereas the party of the second part desired to acquire said patents, applications, drawings, tracings and parts,

Now Therefore, in consideration of the sum of Twenty-five Hundred Dollars ($2500.) to them in hand paid by the party of the second part, receipt of which is hereby acknowledged, it is agreed as follows:

1. Parties of the first part agree to transfer, sell, assign and set over to the party of the second part the full right, title and interest in and to the following United States Patents and Applications:

Patents

1,792,727—Issued February 17, 1931 to Albert R. Bethel-Method of and Means for Feeding Glass
1,802,072—Issued April 21, 1931 to Albert R. Bethel-Glass Feeder

Applications

Serial No. 358,562, filed April 27, 1929—Lehr
Serial No. 356,151, filed April 18, 1929—Bottle Machine and a one-half undivided interest in and to United States Patent 1,582,725—Issued April 27, 1926 to Albert R. Bethel and Joseph H. Williams—Glass Feeder

[fol. 20463] The parties of the first part covenant that they have full, complete and unencumbered title to said one-half interest in Patent No. 1,582,725 and to the entire interest in the other patents and applications.

2. The parties of the first part further hereby jointly and severally agree to sell, assign, transfer, and do hereby sell, assign, transfer and set over to the party of the second part, complete right, title and interest in and to all the drawings, tracings and prints now in their possession relating to glass feeders and in and to all glass feeders and parts thereof, now in their possession and control. A list of the said drawings, tracings, prints and parts is hereto attached, marked Schedule A.

3. The parties of the first part further specifically recognize and agree that to make, use or sell glass feeders

of the type heretofore manufactured by them and known as "Bethel Feeders" would constitute infringements of United States patents of the Hartford-Empire Company, including among others the following patents:

Peiler Patent No. 1,573,742, dated February 16, 1926,
Peiler Patent No. 1,655,391, dated January 3, 1928,
Howard Patent No. 1,797,206, dated March 17, 1931,
and Reeves et al. Patent No. 1,864,276, dated June 21, 1932,

and the said parties agree that they will not during the life of any of said listed patents of the Hartford-Empire Company, make, use or sell any further feeders in infringement of said patents.

[fol. 20464] The parties of the first part further agree not to dispute the validity of the above listed patents and of all other patents owned and controlled by the party of the second part relating to apparatus for and/or methods of feeding molten glass and agree not to make, use or sell, or assist others to make, use or sell glass feeding apparatus and/or methods covered by any such patent during the life of that patent. For the purposes of this agreement each claim of such patents shall be given the broadest scope consistent with its language and no art prior thereto shall be used in an attempt to limit the scope of any claim or claims.

4. Parties of the first part further agree that they will execute such other and further assignments, bills of sale and transfers as may be necessary and proper to vest in the party of the second part the complete title in the aforementioned patents, applications, drawings, tracings, prints, glass feeders and feeder parts. The said party Bethel further agrees that he will, at the request and at the expense of the party of the second part, execute such further documents, such as oaths, preliminary statements, etc., as may be necessary or proper in connection with the obtaining of patents, original or reissue, upon inventions set forth and described in the aforesaid patents and applications, and will do such other necessary and proper acts

in support of said patents as may be required by the party of the second part.

[fols. 20465-20472] In Witness Whereof the parties of the first part have hereunto set their hands and seals, this day and year first above written.

Albert R. Bethel, sole owner. (Seal.) Bethel Engineering Company (Seal.) by A. Rutledge Bethel.

[fol. 20473] DEFENDANTS' EXHIBIT No. O-5938

Owens Bottle-Machine Company, a corporation organized and existing under the laws of the State of New Jersey, in consideration of One Dollar and for other considerations to it paid, the receipt whereof is hereby acknowledged, hereby Sells, Assigns, Transfers and Sets Over to the Owens Bottle-Machine Company, a corporation organized and existing under the laws of the State of Ohio, all its rights, titles and interests in, to and under a certain license and agreement, bearing date the sixteenth day of October, 1903, entered into by The Toledo Glass Company, a corporation organized and existing under the laws of the State of Ohio, on the one part, and said Owens Bottle-Machine Company, on the other part, and in, to and under any and all other contracts and agreements whatsoever with, and claims and demands against, said The Toledo Glass Company; said The Owens Bottle-Machine Company hereby assuming, undertaking and agreeing to fulfill and perform all obligations whatsoever of said Owens Bottle-Machine Company to said The Toledo Glass Company.

And said The Toledo Glass Company hereby assents to the assignment aforesaid.

In Witness Whereof, said Owens Bottle-Machine Company, said The Owens Bottle-Machine Company and said The Toledo Glass Company have severally caused their respective corporate names and seals to be hereunto signed and affixed by their respective presidents, and to be attested by their respective secretaries, this 31st day of December, 1907.

Owens Bottle-Machine Company, by E. D. Libbey, President.

[fol. 20474] Attest: Frederick L. Geddes, Secretary. (Seal).

The Owens Bottle-Machine Company, by E. D. Libbey, President.

Attest: Wm. S. Walbridge, Secretary. (Seal.)

The Toledo Glass Company, by Wm. S. Walbridge, President.

Attest: Frederick L. Geddes, Secretary. (Seal.)

[fol. 20475] DEFENDANTS' EXHIBIT No. O-5941

This License-Agreement made this 26th day of January A. D. 1905, by and between The Toledo Glass Company and The Libbey Glass Company, corporations organized under the laws of the State of Ohio and having their principal places of business at Toledo, in said State, Witnesseth, That:

Whereas, said The Toledo Glass Company is the owner of the following United States Letters Patent:

No.	534,840	Feb. 26, 1895	Owens—Blowing Machine
"	548,587	Oct. 22, 1895	Owens—Blowing Machine
"	548,600	Oct. 22, 1895	Bellows—Blowing Machine
"	548,605	Oct. 22, 1895	Chapin—Blowing Machine
"	567,236	Sept. 8, 1896	Hilde—Means for Working Glass
"	570,879	Nov. 3, 1896	Owens—Mechanical Glass Blower
"	576,074	Jan. 26, 1897	Owens & Colburn—Glass Blowing Machine
"	581,158	Apr. 20, 1927	Hartman—Glass Blowing Machine
"	582,158	May 4, 1897	Hartman—Glass Blowing Machine
"	584,755	June 15, 1897	Colburn—Glass Blowing Machine
"	588,926	Aug. 24, 1897	Owens—Glass Blower's Mold
"	592,645	Oct. 26, 1897	Bridges—Machine for Finishing Tumblers
"	594,343	Nov. 23, 1897	Colburn & Owens—Glass Blowing Machine
Re.	11,668	June 14, 1898	Owens—Machine for Blowing Glass
"	625,513	May 23, 1899	Owens—Glass Blowing Machine
"	632,486	Sept. 5, 1899	Colburn—Automatic Regulator for Glass Blowing Machines
"	635,344	Oct. 24, 1899	Owens—Machine for Blowing Glass
Re.	11,825	May 1, 1900	Richardson—Glass Blowing Machine
"	659,289	Oct. 9, 1900	Colburn—Glass Blowing Machine
"	659,290	Oct. 9, 1900	Colburn—Glass Blowing Machine
"	659,291	Oct. 9, 1900	Colburn—Glass Blowing Machine
"	659,726	Oct. 16, 1900	Bock—Glass Blowing Machine
"	677,161	June 25, 1901	Wilson & Wood—Chimney Crimping Machine
"	682,595	Sept. 10, 1901	Owens & Wilson—Machine for Fire-Finishing Glass Articles
"	698,817	Apr. 29, 1902	Colburn—Glass Blowing Machine
"	698,818	Apr. 29, 1902	Colburn—Glass Blowing Machine
"	744,006	Nov. 10, 1903	Proeger—Apparatus for Mfr. of Glassware
"	744,007	Nov. 10, 1903	Proeger—Manufacture of Glassware
"	744,008	Nov. 10, 1903	Proeger—Apparatus for Making Hollow Glass Articles

"	744,009	Nov. 10, 1903	Proeger—Apparatus for Making Glassware
"	744,010	Nov. 10, 1903	Proeger—Machine for Making Glassware
"	759,742	May 10, 1904	Owens—Blowing Glass
"	761,139	May 31, 1904	Bock—Fire-Finishing Machine
"	761,178	May 31, 1904	Owens—Fire-Finishing Machine
"	765,119	July 12, 1904	Woodruff—Glass-finishing Apparatus
"	766,768	Aug. 2, 1904	Owens—Glass Shaping Machine
"	769,644	Sept. 6, 1904	Bock—Fire Finishing Machine
"	774,690	Nov. 8, 1904	Owens—Glass Melting & Shaping Device

[fol. 20476]

Re.	774,691	Nov. 8, 1904	Owens—Machine for Filling Leers
"	774,692	Nov. 8, 1904	Owens—Leer

and also the following applications for Letters Patent of the United States:

No.	12,278	Apr. 10, 1900	Power—Apparatus for Mfr. of Glassware
"	12,279	Apr. 10, 1900	Power—Apparatus for Mfr. of Glassware
"	12,280	Apr. 10, 1900	Power—Manufacture of Glassware
"	40,006	Dec. 15, 1900	Bock—Machine for Forming Prisms
"	49,429	Mar. 1, 1901	Power—Manufacture of Glassware
"	179,675	Nov. 3, 1903	Owens—Method of Preparing Glass for Mfr.
"	184,194	Dec. 7, 1903	Graves & Whittemore—
"	188,582	Jan. 11, 1904	Bock—
"	189,572	Jan. 18, 1904	Bock—
"	197,542	Mar. 10, 1904	Owens—Method of Making Bottle-Necks
"	198,692	Mar. 17, 1904	Whittemore—
"	230,544	Oct. 29, 1904	Bock—Process of Forming Wide-Mouth Bottles
"	230,567	Oct. 24, 1904	Owens—Fruit-Jar Process
"	230,816	Oct. 31, 1904	Bock—Glass Tank
"	233,678	Nov. 21, 1904	Owens—Tank
"	234,578	Nov. 28, 1904	Owens—Tank
"	242,540	Jan. 24, 1905	Owens—Fruit-Jar
"	107,659	May 16, 1902	Proeger—Machine for Mfr. of Glassware

and expects to make, or to cause to be made, other applications for United States Letters Patent, and to obtain or acquire other United States Letters Patent and rights thereunder upon and for other inventions relating to the manufacture of glass.

Now, Therefore, in consideration of the sum of One Dollar ($1.00) and of other good and valuable considerations to it in hand paid, said The Tledo Glass Company has given and granted, and does hereby give and grant, to said The Libbey Glass Company, its successors and assigns, and said The Libbey Glass Company, for itself, its successor and assigns, hereby accepts the sole and exclusive right and license for, in and throughout the United States and the territorities thereof, to practice the inventions set forth in each and every said Letters Patent and said pending applications for United States Letters Patent, and in any and all other United States Letters Patent, or rights thereunder, for or relating to methods of blowing glass, glass blowing machinery, and the manufacture and preparation of glass, which said The Toledo Glass Company now owns or controls, [fols. 20477-20478] or may at any time hereafter acquire,

control or become entitled to, which license rights shall extend for and during the respective terms for which said patents, granted and to be granted, and any and all reissues and extensions thereof, are or may be granted, including the right to freely manufacture any and all of such patented inventions for said The Libbey Glass Company's own use, but the License-rights so granted shall relate only to the manufacture of electrical glassware, bulbs and tubing, railroad lantern globes and semaphore lenses, cut and engraved glassware, and blanks for the manufacture of cut glassware, subject to the terms and conditions of a certain agreement between said The Toledo Glass Company, The Libbey Glass Company and Solon O. Richardson, Jr., of Toledo, Ohio, dated the 25th day of January, A. D. 1905, and subject to all and every of the license rights heretofore granted, or agreed to be granted, by said The Toledo Glass Company to certain other licensees, as is more fully set forth in said agreement dated the 25th day of January, A. D. 1905.

In Witness Whereof, said The Toledo Glass Company has caused its corporate name to be hereunto signed by Edward D. Libbey, its president, and its corporate seal to be hereto affixed and attested by Frederick L. Geddes, its assistant secretary, and said The Libbey Glass Company has caused its corporate name to be hereunto signed by Solon O. Richardson, Jr., its vice-president, and its corporate seal to be hereto affixed and attested by Jefferson D. Robinson, its secretary, the day and year first above written.

The Toledo Glass Company, by (Signed) E. D. Libbey, President. (Seal.)

Attest: (Signed) Frederick L. Geddes, Assistant Secretary.

The Libbey Glass Company, by (Signed) Solon O. Richardson, Jr., Vice President. (Seal.)

Attest: (Signed) J. D. Robinson, Secretary.

* * * * * * *

[fol. 20479] DEFENDANTS' EXHIBIT No. O-5943

License Agreement Between The Toledo Glass Company (Licensor), and The Owens Bottle Machine Company (Licensee)

Indenture made this twenty-fifth day of February, 1915, by and between The Toledo Glass Company (hereinafter termed "Licensor"), a corporation duly organized under the laws of the State of Ohio, and having its principal office at Toledo, in said State, and the Owens Bottle Machine Company (hereinafter termed "Licensee"), a corporation duly organized and existing under the laws of the State of Ohio, and having its principal office at Toledo, in said State.

Whereas the parties hereto have heretofore entered into a certain License Agreement bearing date the sixteenth day of October, 1903;

Whereas said Licensee desires to obtain an enlargement of the rights granted it in and by said agreement;

Now, Therefore, in consideration of the sum of one dollar by said Licensee paid to said Licensor, and of, and upon condition of, the full and complete performance and observance, by said Licensee, of all the conditions, promises, undertakings and agreements, on its part to be done, performed [fol. 20480] and observed, contained in said License Agreement bearing date the sixteenth day of October, 1903, and in this indenture, respectively, it is hereby covenanted and agreed by and between the parties hereto as follows, to wit:

I. *License.* Said Licensor hereby grants to said Licensee, subject to all the terms and conditions of said agreement dated the sixteenth day of October, 1903, and of this indenture, an exclusive license to use, in and throughout the United States of America, Owens bottle-making machines and all other things, covered by the Letters Patent of the United States, specified or referred to in said License Agreement of October sixteenth, 1903, but only in and about the manufacture of oil and gasoline containers, (to be used in conjunction with, and as a part of oil or gasoline stoves) as are now made, or may be made, by Owens bottle-machines, provided that such containers shall be by said Licensee manufactured and sold to be used, and, so far as said Licensee shall be able to control the use thereof, shall be used only for containing the products above mentioned; and provided

further, that no right to manufacture any other articles whatsoever is hereby granted to said Licensee.

II. *Sub-Licenses.* The license hereby granted is assignable, and the licensee may at its option, grant to others, sublicenses or other rights hereunder.

III. *Royalties.* Said Licensee will pay to said Licensor, as royalties, One Dollar and Fifteen Cents ($1.15) per gross for all merchantable ware manufactured by it, or its sublicensees under this license. Such royalties shall be paid [fol. 20481] quarterly on the tenth day of March, June, September and December of each year.

IV. *Term.* If said Licensee shall so long pay, promptly at maturity, all royalties or license fees as hereinbefore provided, and if all the covenants and conditions in this instrument contained on the part of said Licensee to be performed, fulfilled and observed, shall so long be by it faithfully performed, fulfilled and observed, and if the license heretofore granted to said Licensee in and by a certain license agreement entered into by and between said Licensor and Licensee, bearing date the sixteenth day of October, 1903, shall so long remain in full force and effect, this license shall be and remain in full force and effect until the expiration of the latest expiring Letters Patent of the United States, whether heretofore or hereafter issued, now owned or hereafter acquired by said Licensor, its successors or assigns; Provided, however, that said Licensor may, at its discretion, terminate this license and cause all the rights and privileges granted to said Licensee hereunder to cease and determine by giving to said Licensee in writing notice of its intention so to do at least one year in advance of the date upon which this license is to be terminated; Provided, Further, that said Licensee shall, under the same terms and conditions, enjoy the same privilege of cancellation.

V. *This Agreement Supplemental.* As between the parties hereto this agreement is supplemental to said License Agreement dated October 16, 1903, the provision whereof shall be and remain applicable hereto, except as to the specific kind of ware to be made, royalties to be paid and [fol. 20482] term of license.

In Witness Whereof said Licensor has caused its corporate name and seal to be hereunto signed and affixed by

A. E. Fowle, its Vice President, and F. L. Geddes, its Secretary; and said Licensee has caused its corporate name and seal to be hereunto signed and affixed by Clarence Brown, its Vice President, and Wm. S. Walbridge, its Secretary.

The Toledo Glass Company, by A. E. Fowle, Vice President; F. L. Geddes, Secretary. (Seal.)

The Owens Bottle Machine Company, by Clarence Brown, Vice President; Wm. S. Walbridge, Secretary. (Seal.)

[fol. 20483] DEFENDANTS' EXHIBIT No. O 5944

* * * * * * *

[fol. 20484] Agreement

Whereas, by instrument dated October 16, 1903, The Toledo Glass Company, a corporation organized and existing under the laws of the State of Ohio, for valuable considerations and upon certain terms and conditions granted to Owens Bottle-Machine Company, a corporation organized and existing under the laws of the State of New Jersey, its successors and assigns, the sole and exclusive right and license to practise the inventions set forth in, and to make and use the machines covered by certain United States Letters Patent, and by any and all patents which should result from certain applications for United States Letters Patent, for and during the respective terms for which said patents were or should be granted, in and throughout the United States of America, but not elsewhere, but only for use in the manufacture of glass bottles and jars of all kinds, and of parts therefor, and for no other uses or purposes, and to use and sell the products of such processes and machines, together with the right to grant to others sub-licenses, or other rights thereunder; and also a similar license under, and for the full term of, any and all Letters Patent of the United States for or relating to blowing methods, glass blowing machinery and the preparation of glass therefor, which, during the seventeen years next following October 16, 1903, said, The Toledo Glass Company, might acquire or might become entitled to, insofar as such patents

should relate to, or be applicable to, and only for use in the manufacture of glass bottles or jars or parts therefor;

Whereas by instrument under date of December 31st, [fol. 20485] 1907, for valuable considerations and with the express assent of said The Toledo Glass Company, said Owens Bottle-Machine Company sold, assigned, transferred and set over to The Owens Bottle-Machine Company, a corporation organized and existing under the laws of the State of Ohio, all its rights, titles and interests in, to and under said license and agreement dated October 16, 1903; and in, to and under any and all other contracts and agreements whatsoever with, and claims and demands against said Toledo Glass Company;

Whereas by agreement dated June 22nd, 1908, The Westlake Machine Company, an Ohio corporation granted to The Owens Bottle-Machine Company, its successors and assigns, the sole and exclusive right and license, with the right to grant sub-licenses, to practice any and all inventions and improvements, and to use any and all methods, processes and machines for which said Westlake Company then had or should thereafter acquire Letters Patent of the United States, or rights, licenses, or privileges under Letters Patent of the United States of America, whether theretofore or thereafter issued, for and during the full term of such Letters Patent, respectively, and of any and all extensions thereof, but only in and about the manufacture, in and throughout the United States of America, and its colonies, dependencies and possessions, and not elsewhere, of articles other than the following specified ware, to-wit,—electrical glassware, bulbs and tubing, railroad lantern globes and semaphore lenses, cut and engraved glassware and blanks for the manufacture of cut glassware and also all articles manufactured by paste-mold, process, except bottles and jars not cut or engraved;

Whereas, by instrument dated February 25th, 1915, between said The Toledo Glass Company and The Owens Bottle-Machine Company the fields of use defined in the said [fol. 20486] agreement of October 16, 1903, were enlarged in certain respects and upon terms and conditions therein set forth;

Whereas, by instrument dated July 2, 1917, said The Toledo Glass Company enlarged the rights of The Owens Bottle-Machine Company, under said instruments dated October 16th, 1903, and February 25th, 1915, by granting

to said The Owens Bottle-Machine Company, subject to all of the terms and conditions of said agreements dated the 16th day of October, 1903, and July 2nd, 1917, an exclusive license to use, in and throughout the United States of America, Hawaii, Porto Rico and the Philippines, but not elsewhere, Owens bottle-making machines and all other things covered by the Letters Patent specified or referred to in said license agreement of October 16th, 1903, in the manufacture of all glassware of every kind, type, character and description, then or thereafter manufactured by means of said machines and other things, or in or to the manufacture of which said machines and other things, or any of them, then or thereafter should become usable or adaptable, subject, however, to the rights of all licensees to whom non-exclusive licenses had been theretofore granted by said The Toledo Glass Company, and were then in effect, and excepting all kinds and types of glassware, for the manufacture of which, by means of said machines and other things, exclusive licenses had been theretofore granted by said The Toledo Glass Company to others and were then in effect, including, among others, the following, to-wit:—electric glassware, bulbs and tubing, railroad lantern globes and semaphore lenses, cut and engraved glassware and blanks for the manufacture of cut glassware, the sole and exclusive right to manufacture such ware having been theretofore [fol. 20487] granted by The Toledo Glass Company to The Libbey Glass Company by license agreement dated January 26th, 1905; provided that if and when any exclusive license theretofore granted by The Toledo Glass Company and then in effect should be terminated, whether by expiration of the term thereof, or for any other cause, or reason whatsoever, the kinds and types of glassware therein described, named and included, and which were, during the term of said exclusive license, excepted from said instrument dated July 2nd, 1917, should thereupon and thereby, without further demand or action on the part of the Licensee and Licensor, be included in the license under the instrument of July 2nd, 1917, and that such license should thereupon and thereby become an exclusive license to manufacture such kinds and types of glassware in addition to the other kinds and types of glassware, the manufacture of which by said The Owens Bottle-Machine Company was granted by said instrument of July 2nd, 1917;

Whereas, by said instrument dated July 2nd, 1917, said The Toledo Glass Company also granted to said The Owens Bottle-Machine Company a similar license under and for the full term of any and all other Letters Patent of the United States for or relating to methods processes, machinery, appliances or devices, for or usable in or in connection with blowing glass, preparation of glass therefor, or the manufacture of glass which, during the term of said agreement of July 2nd, 1917, said Licensor might acquire or become entitled to, insofar as said patents related or should be applicable to, or usable in, the manufacture of glassware of the kind, type and character, the manufacture whereof by said The Owens Bottle-Machine Company was authorized by said instrument dated July 2nd, 1917;

Whereas the license and rights granted to said The Owens Bottle-Machine Company, by said instrument dated July [fol. 20488] 2nd, 1917, was to be and remain in full force and effect until the expiration of the last expiring Letters Patent of the United States, whether theretofore or thereafter issued, or then or thereafter owned or acquired by said The Toledo Glass Company, its successors or assigns, provided, however, that the covenants and conditions in said instrument contained on the part of said The Owens Bottle-Machine Company to be performed, fulfilled and observed should be by it faithfully performed, fulfilled and observed;

Whereas said licenses granted to The Owens Bottle-Machine Company, and its predecessor in title, are still in full force and effect and have many years yet to run;

Whereas, said The Toledo Glass Company and The Libbey Glass Company, a corporation organized under the laws of the State of Ohio, and having its principal place of business at Toledo, in said State, and Solon O. Richardson, Jr., of the City of Toledo, Ohio, made an agreement under date of January 25th, 1905, whereby, among other things, said The Libbey Glass Company upon certain terms and conditions granted to said The Toledo Glass Company, the sole and exclusive license to use and practise any and all processes, methods, mixtures, improvements, inventions and patents then, or at any time thereafter owned, acquired or controlled by said The Libbey Glass Company, under which it might have any power to grant any right or license, but for use only in the manufacture of bottles and jars of all kinds, and of parts therefor, except cut and engraved glassware, and blanks for use in the manufacture of cut

and engraved glassware, which right should extend, for, in and throughout the United States, until the expiration of that one of said patents granted, or to be granted, which should be the latest to expire;

[fol. 20489] Whereas, in said agreement dated January 25th, 1905, said The Toledo Glass Company, upon certain terms and conditions granted to said The Libbey Glass Company, its successors and assigns, the sole and exclusive right and license * * * to practise the inventions set forth in certain United States Letters Patent and certain pending applications for Letters Patent, and in any and all other Letters Patent of the United States, or rights thereunder for or relating to methods of blowing glass, glass blowing machinery and the manufacture and preparation of glass, which said The Toledo Glass Company then owned or controlled, or might at any time thereafter acquire or control or become entitled to * * * including the right to freely manufacture any and all such patented inventions for said The Libbey Glass Company's own use, but the license rights so granted related only to the manufacture of electrical glassware, bulbs and tubing, railroad lantern globes and semaphore lenses, cut and engraved glassware, and blanks for the manufacture of cut glassware, subject to, and excepting all and every of the license rights theretofor granted or agreed to be granted by said The Toledo Glass Company to certain named companies including Owens Bottle-Machine Company in or by the licenses, agreements, and instruments recited therein including the license hereinbefore mentioned, dated October 16th, 1903, to Owens Bottle-Machine Company; the expressed intention of said agreement dated January 25th, 1905, subject to said stated exceptions, being to give and grant to said The Libbey Glass Company the full and free right to make, to use and to sell such patented inventions, so far as they might be necessary, fit or proper, only in the manufacture and sale by said The Libbey Glass Company of electrical glassware, bulbs and tubing, railroad lantern globes and semaphore lenses, cut and engraved glassware, and blanks for the manufacture of cut [fol. 20490] glassware, but not otherwise;

Whereas, by instruments dated January 26th, 1905, and in pursuance of said agreement of January 25th, 1905, said The Libbey Glass Company and said The Toledo Glass Company undertook to grant to each other the rights described, granted, and agreed to be granted in the said agreement dated January 25th, 1905;

Whereas, said The Libbey Glass Company, prior to November 15th, 1917, acquired the rights of said The Westlake Machine Company, and in the agreement dated November 15th, 1917, hereinafter mentioned, said The Libbey Glass Company confirmed and recognized the rights granted to The Owens Bottle-Machine Company under said agreement dated June 22nd, 1908;

Whereas, said agreement dated January 25th, 1905, made by said The Toledo Glass Company, The Libbey Glass Company, and S. O. Richardson, Jr., was corrected by an agreement dated October 5th, 1907, in a respect not material here;

Whereas, said agreement dated January 25th, 1905, corrected as aforesaid, and the licenses dated January 26, 1905, granted pursuant to said agreement dated January 25, 1905, and all other rights and licenses acquired by any of the parties to and under said agreement dated January 25th, 1905, in and to the patents, the patent rights, or inventions, or improvements of the others, or of any of the others were released and surrendered to the owners thereof in said agreement dated November 15th, 1917;

Whereas, in said agreement dated November 15th, 1917, said The Libbey Glass Company upon certain terms and conditions granted to The Toledo Glass Company, its suc- [fol. 20491] cessors and assigns, the sole and exclusive license, with the right to grant sub-licenses, to use and practise any and all processes, methods, mixtures, improvements, inventions and patents owned or controlled by The Libbey Glass Company at the date of the execution of the license agreement between The Libbey Glass Company and The Toledo Glass Company of January 26th, 1905, or since then or thereafter acquired or controlled by The Libbey Glass Company, under which The Libbey Glass Company had, or might have, power to grant any right or license, but such license was to extend for use only in the manufacture of bottles and jars of all kinds and of parts therefor, except cut and engraved glassware and except blanks for use in the manufacture of cut and engraved glassware, in and throughout the United States of America until the expiration of that one of said patents then granted, or thereafter to be granted, which shall be the latest to expire; it being the stated intention of said agreement dated November 15th, 1917, that The Toledo Glass Company should retain all of the rights, in and to the patents and future inventions

of The Libbey Glass Company which were granted to it by The Libbey Glass Company by the aforesaid agreement of January 25th, 1905, and the aforesaid license agreement of January 26th, 1905. Said license to said The Toledo Glass Company was in express terms not granted with reference to any of the following fields of use, to-wit:

The manufacture of electrical glassware, bulbs, cane glass and tubing, sealed containers for electrical devices, railroad lantern globes and semaphore lenses, cut and engraved glassware, and blanks for the manufacture of cut glassware;

Whereas, in said agreement dated November 15th, 1917, said Toledo Glass Company upon certain terms and con- [fol. 20492] ditions granted to said The Libbey Glass Company, its successors and assigns, for certain fields of use, an exclusive, transferable and divisable license, with the right to grant sub-licenses, under all United States Letters Patent (and United States patents to issue on pending applications) then owned by said The Toledo Glass Company, with certain exceptions, and under all United States patents thereafter acquired or controlled by said The Toledo Glass Company, or under which it might acquire rights, insofar as the same related to or were usable in the manufacture of electrical glassware, bulbs, cane glass and tubing, sealed containers for electrical devices, railroad lantern globes and semaphore lenses, cut and engraved glassware, and blanks for the manufacture of cut glassware. Said license to The Libbey Glass Company was limited to the manufacture, use, and sale within the United States and its territories, of electrical glassware, bulbs, cane glass and tubing, sealed containers for electrical devices, railroad lantern globes and semaphore lenses, cut and engraved glassware and blanks for the manufacture of cut glassware, and included the right to said The Libbey Glass Company and each sub-licensee under said license, to make machines for its own use, but only for the uses thereby authorized, or for sale to others holding sub-licenses, for such authorized uses. Said license was made subject to the rights, if any, of certain named companies including The Owens Bottle-Machine Company under certain described instruments including:

License dated Oct. 16, 1903, to Owens Bottle-Machine Co.
" " Feb. 25, 1915, " The " " " ".
" " July 2, 1917, " " " " " " "

and also subject to the rights, if any existed, of all others [fol. 20493] to whom The Toledo Glass Company might have theretofore granted, by license or otherwise, rights to the use of the patents enumerated or referred to in said agreement dated November 15, 1917.

Whereas, said The Owens Bottle-Machine Company accepted the rights confirmed in it as aforesaid by said agreement dated November 15th, 1917, which rights The Westlake Machine Company had granted to said The Owens Bottle-Machine Company in said agreement dated June 22nd, 1908, and The Owens Bottle-Machine Company consented to the use in the so-called Westlake machines and the furnaces and appurtenances then used by said The Libbey Glass Company in connection therewith, but solely for the purpose of the manufacture by said The Libbey Glass Company and its sub-licensees of the ware, a license to manufacture which was granted in said agreement dated November 15th, 1917, of all patents and inventions owned or controlled by The Owens Bottle-Machine Company and then embodied in said machines, furnaces or appurtenances; and

Whereas, among the letters patent and inventions owned by The Libbey Glass Company at the date of the grant of the last aforesaid license to The Toledo Glass Company, and under which it had power to grant such license, were Letters Patent of the United States, No. 1,218,598 granted to The Libbey Glass Company on March 6th, 1917, on the application of Edward Danner, for process of drawing molten material in cylindrical form, and Letters Patent of the United States No. 1,219,709, granted to The Libbey Glass Company March 20, 1917, on the application of said Danner, for apparatus for forming molten material in cylindrical form, and Letters Patent No. 1,220,201, granted to The Libbey Glass Company March 27th, 1917, on the application [fol. 20494] of the said Danner for bar and tube feeding and severing means; and that among the inventions and Letters Patent subsequently acquired, owned and controlled by the said The Libbey Glass Company, and under which it had power to grant an exclusive license in accordance with the provisions of the aforesaid instrument, were Letters Patent of the United States No. 1,303,259 granted to The Libbey Glass Company on May 13th, 1919, on the application of said Danner, for improvements in gauges, and Letters Patent of the United States No. 1,309,086, granted to The Lib-

bey Glass Company July 8th, 1919, on the application of said Danner for an assorting machine; that said patented processes were and are used and useful in making bottles, jars, and parts therefor other than cut and engraved glassware, and blanks for use in the manufacture of cut and engraved glassware; and

Whereas, said agreement dated November 15th, 1917, was in fact executed on or about December 27th, 1918; and

Whereas, by the terms of said agreement dated November 15th, 1917, the said license therein granted by The Libbey Glass Company to The Toledo Glass Company is still in force and effect, and has many years yet to run; and

Whereas, The Toledo Glass Company is informed that The Libbey Glass Company in infringement of the exclusive patent rights granted to said The Toledo Glass Company, its successors or assigns, in the said agreements and licenses dated January 25th and January 26th, 1905, and November 15th, 1917, granted a license to Kimball Glass Company of Vineland, New Jersey, said to be a corporation of New Jersey, under the aforesaid Letters Patent on the applications of said Danner, with the knowledge and intent that said [fol. 20495] Kimball Glass Company would and should use said patented inventions in the manufacture of bottles and jars and parts therefor, other than cut and engraved glassware and blanks for use in the manufacture of cut and engraved glassware, and that said The Libbey Glass Company encouraged and induced the said Kimball Glass Company to so use said inventions in violation of the said exclusive rights granted, as aforesaid, to said The Toledo Glass Company, its successors or assigns; and

Whereas, said The Owens Bottle-Machine Company, the Ohio corporation, the name of which now is The Owens Bottle Company, became, by virtue of, and under and subject to the terms and conditions of said instruments dated October 16th, 1903, December 31st, 1907, and July 2nd, 1917, or the intention thereof was, that said The Owens Bottle Company should thereby, be and become the successor and assign of all the patent and other rights granted to said The Toledo Glass Company under said instruments dated January 25th and January 26th, 1905, and November 15th, 1917, and of all rights of action for infringement and violation of such patent and other rights; and

Whereas, question has arisen respecting the said instruments dated October 16th, 1903, December 31st, 1907, and July 2nd, 1917, carrying out the intent and purposes mentioned in the preceding recital, and it is the purpose of this assignment to confirm and carry out such intent and purposes;

Now Therefore, the Toledo Glass Company for and in consideration of the premises and of the sum of One Dollar ($1.00) received by it from The Owens Bottle Company, and for the purposes aforesaid does hereby convey, trans- [fol. 20496] fer, vest and confirm to and in said The Owens Bottle Company, as its successor and assign, all patent and other rights granted and agreed to be granted to The Toledo Glass Company by and under the said instruments dated January 25th, 1905 and January 26th, 1905, and November 15th, 1917, and all rights of action for infringement and violation of such patent and other rights, but nevertheless subject to and upon each and every term, provision and condition of said instruments dated January 25th, 1905 and January 26th, 1905, and November 15th, 1917.

The Owens Bottle Company hereby confirms the rights granted and agreed to be granted by The Toledo Glass Company to The Libbey Glass Company in said instrument dated November 15th, 1917, subject to the terms, provisions and conditions thereof, reserving to itself all rights of action under or in respect of said agreement dated November 15th, 1917, and under or in respect of the patent rights therein described, as then belonging to, or thereby granted to, The Toledo Glass Company, and without intending to limit the scope of the foregoing reservation, said The Owens Bottle Company hereby specifically reserves the rights of action which are the subject matter of Equity Suit No. 289, now pending in the District Court of the United States for the Northern District of Ohio, Western Division, in which The Owens Bottle Company is plaintiff, and The Libbey Glass Company is defendant; and The Owens Bottle Company accepts the rights hereby assigned to and confirmed in it.

In Witness Whereof, said The Toledo Glass Company and The Owens Bottle Company have respectively caused their corporate names to be signed, and their corporate seals to be affixed by their Vice-Presidents, and attested by

[fol. 20497] their Secretaries, by order of their Boards of Directors, this 3rd day of July, 1922, at Toledo, Ohio.

The Toledo Glass Company, by W. H. Boshart, Vice-President. (Seal.)

Attest: Wm. S. Walbridge, Asst. Secretary.

The Owens Bottle Company, by J. D. Biggers, Vice-President. (Seal.)

Attest: H. H. Baker, Asst. Secretary.

[fol. 20498] DEFENDANTS' EXHIBIT No. O-5948

Indenture made this Sixteenth day of December, 1903, by and between The Toledo Glass Company, a corporation organized and existing under the laws of the State of Ohio, and having its principal office at Toledo, in said State, hereinafter termed Owner, Owens Bottle-Machine Company, a corporation duly organized under the laws of the State of New Jersey, and having its office at Jersey City, in said State, hereinafter termed Licensor, and Frances E. Baldwin, of Potsdam, New York, and Horace Earl Travis, of Mannington, West Virginia, hereinafter termed Licensees:

Whereas said Owner is the owner of the following United States Letters Patent:

	Issued to	Number	Dated	For Improvement in
1.	Herman Hilde	567,236	Sept. 8, 1896	Method of Blowing Glass.
2.	Toledo Glass Company	744,006	Nov. 10, 1903	Apparatus for the Manufacture of Glassware.
3.	"	744,007	"	Manufacture of Glassware.
4.	"	744,008	"	Apparatus for Making Hollow Glass Articles.
5.	"	744,009	"	Apparatus for Making Glassware.
6.	"	744,010	"	Machine for Making Glassware.

and also of the following Applications for Letters Patent of the United States, and of any Letters Patent that may issue thereon, to-wit:

[fol. 20499]	Inventor	Serial No.	Date of Filing	For Improvement in
1.	M. J. Owens	741,596	Dec. 26, 1899	Method of Blowing Glass.
2.	"	741,595	Dec. 26, 1899	Machine for Shaping Glass.
3.	"	152,388	April 13, 1903	Glass Shaping Machine.
4.	"	133,555	Dec. 2, 1902	Glass Tank or Pot.
5.	Wm. Emil Bock	40,006	Dec. 15, 1900	Machine for forming parisons for glass-blowing.
6.	"	152,437	April 13, 1903	Glass shaping Machine.
7.	John J. Power	12,279	April 10, 1900	Apparatus for manufacture of glassware.
8.	"	12,278	April 10, 1900	Apparatus for manufacture of glassware.
9.	"	12,280	April 10, 1900	Manufacture of Glassware.
10.	"	49,429	Mar. 1, 1901	Manufacture of Glassware.

and expects to make, or cause to be made, applications for, and obtain, Letters Patent upon and for other inventions relating to manufacturing bottles from glass;

Whereas said Owner did, on the sixteenth day of October, 1903, grant to said Licensor the sole and exclusive right and license to practice the inventions set forth, and to make and use the machines covered by, the said Letters Patent and any and all patents which may result from the said applications for patents, for and during the respective terms for which said patents are, or may be granted, in and throughout the United States of America, but not elsewhere, but only for use in the manufacture of glass bottles and jars and [fol. 20500] parts therefor, together with the right to grant to others sub-licenses, and also a similar license under, and for the full term of, any and all letters patent of the United States for or relating to blowing methods, glass-blowing machinery and the preparation of glass therefor, which, during the seventeen years next following the date of said grant, said Owner may acquire or become entitled to, in so far as such patents relate to, or are applicable to, and only for use in, the manufacture of glass bottles or jars or parts therefor;

Whereas said Licensor is about to engage in manufacturing, or causing to be manufactured, machines and devices operating according to or embodying said inventions or some of them; and

Whereas said Licensee desires to acquire the exclusive right to use bottle-making machines and tanks therefor, manufactured or controlled by the Licensor and operating according to or embodying said inventions, or some of them, for the purpose of making milk bottles and milk jars, and for no other purpose or use, and to obtain the necessary machines and glass tanks to enable said Licensees to employ said inventions or some of them, for the purpose of manufacturing milk bottles and milk jars, and so long as they shall fully do, perform and observe all the covenants, agreements and conditions on their part to be done and performed, to remain secure in the enjoyment of such rights independently of any failure or default on the part of said [fol. 20501] Licensor or of others claiming through said Licensor:

Now, Therefore, it is hereby mutually covenanted and agreed between the parties hereto as follows:

1. Said Licensor, in consideration of one thousand dollars to it paid by said Licensees, the receipt whereof is hereby acknowledged, and of, and upon condition of, the faithful performance and fulfillment of all the covenants, agreements and conditions herein contained, on the part of said Licensees to be done, performed and observed, hereby grants to said Licensees, subject to all the terms and conditions of this indenture, the exclusive right to use, solely for the purpose of manufacturing milk bottles and milk jars in the United States, and not elsewhere, nor for any other purpose, bottle-making machines and molds, and tanks or pots therefor manufactured by said Licensor, containing the hereinbefore mentioned inventions, or any of them, and under any and all Letters Patent of the United States that may be granted upon the applications for patents hereinbefore set forth, and also any improvements and inventions which said Licensor may now have, or at any time prior to the sixteenth day of October, nineteen hundred and twenty, shall acquire, and under any and all patents of the United States upon said improvements, the right to the use whereof for the purpose aforesaid, shall during the period aforesaid, be acquired by said Licensor.

2. Said Licensor will manufacture and deliver, or to cause to be manufactured and delivered, to said Licensees, on or [fol. 20502] before the first day of July, 1904, two bottle-making machines adapted to manufacture, automatically, milk bottles or milk jars and one complete set of molds for each machine, upon the cost of which the said sum of one thousand dollars, so as aforesaid paid by the Licensees shall be applied, one-half thereof being applied on the cost of each machine and of the molds therefor. And said Licensees will pay to said Licensor the balance of two-thirds of the amount which said machines and molds shall cost said Licensor, as the same shall be paid and called for by said Licensor, and the remainder of such cost of each of said first two machines and molds, including cost of installation within five days after receiving from said Licensor notice that such machine is installed and in working order.

3. Said Licensor will from time to time manufacture and deliver, or cause to be manufactured and delivered, to said Licensees such additional like machines (each with one set of molds,) as said Licensees shall order, and said Licensees will pay to said Licensor the amount which the same, in-

cluding installation, shall cost said Licensor, one-third of such cost, as the same may be estimated by said Licensor, at the time of giving, and as a part of, the order for each machine, one-third upon the completion of the machine, ready for shipment, and the remainder within five days after receiving from said Licensor notice that such machine is installed and in working order. All machines ordered by said Licensees shall be furnished and installed by said Licensor as promptly as such Licensor, under reasonable [fol. 20503] business conditions, can accomplish the same, and if the installation and demonstration of the operation of any machine shall, because said Licensees are not ready to have the same installed or operated, or do not give said Licensor reasonable notice of such readiness, be delayed for thirty days after said Licensor shall have notified said Licensees that the machines are ready for delivery, then the full amount of such cost of such machine shall be due and payable to said Licensor at once. All such machines shall be and remain the property of the said Licensor, and shall be returned to it at once upon the termination of the License herein provided.

4. Said Licensor guarantees that the machines furnished by it will, when supplied with proper molten glass and facilities and properly operated, make perfect bottles, and that while such machines are operated to their full capacity in proper working order, the necessary cost of the labor required to do the work of the labor displaced by the machines shall not exceed ten cents per gross of milk bottles or jars produced.

5. Said Licensor will defend and indemnify said Licensees against all claims for infringement because of the use of its machines in the manufacture of milk bottles and milk jars, and said Licensees agree that if any suit for infringement shall be brought against them or either of them or against any one lawfully claiming under them or either of them, because of the use of said machines in the manufacture of milk bottles or milk jars, they will immediately [fol. 20504] notify said Licensor and permit it, at its own expense, to assume and conduct the defense of said suits.

6. Said Licensor shall install each machine and keep the same in repair and renewed as required by ordinary wear, and the expense of such installation and repair shall be

deemed a part of the cost of the machine, to be originally advanced by the Licensees and repaid to them out of the royalties as hereinafter provided; but the expense of all repairs arising from wear or breaks caused by the negligence of, or the failure to exercise due skill and care by, said Licensees or their assigns, or by any one suffered by them to have access to any such machine, shall be wholly borne by said Licensees who shall not be entitled to repayment of any part thereof.

7. The license under the inventions herein given shall be for the full term of the patents issued or to be issued, unless sooner terminated by mutual agreement of the parties or by the failure of the Licensees to carry out the terms of their agreement.

8. Said Licensees hereby acknowledge the validity of the patents included in this instrument, during the full term thereof, and accept the license under the inventions and patents and the lease of the machines, and agree to accept said machines and to advance the cost thereof, as hereinbefore provided. Said Licensees also agree to build modern, up-to-date factories, for the manufacture of milk bottles and [fol. 20505] milk jars, and to equip the same with first class tanks, lehrs, gas producers and other equipment necessary for the economical manufacture of milk bottles and milk jars with the machines supplied by the Licensor, and to have the same ready to be used in connection with each machine at the time such machine is ready for delivery and installation. Said Licensees also agree diligently to prosecute, conduct and push the business, and to make and sell as large a portion of the milk bottles and milk jars made in the United States as possible.

9. Said Licensees having caused a corporation to be organized under the laws of the State of New York, with a capital stock of one million five hundred thousand dollars, divided into shares of one hundred dollars each, of which capital stock five hundred thousand dollars is seven per cent cumulative preferred stock,—preferred in respect to both dividends and capital,—and one million dollars is common stock, said Licensees agree that within ten days after the execution and delivery of this indenture, they will, for and in consideration of nine hundred and fifty thousand dollars, payable in said common stock, at par, sell, assign and trans-

fer unto said corporation all their rights in, to and under this indenture, and will at once sell, assign and transfer forty-five hundred shares of said common stock, of the par value of four hundred and fifty thousand dollars, to a trustee or trustees who shall hold and dispose of so much thereof as may be necessary to procure subscriptions to the pre-
[fol. 20506] ferred capital stock of said corporation, by giving, as a bonus or premium, not more than one share of such common stock for and with each preferred share subscribed and fully paid for; all of said common stock so transferred to said trustees, not used as such bonus or premium, to be held by said trustees for the benefit of all stockholders of said corporation and to be by said trustees disposed of as may from time to time be directed by the board of directors of said corporation.

10. Said Licensees will pay to said Licensor at Toledo, Ohio, the sum of two hundred and fifty thousand dollars, whereof one hundred and fifty thousand dollars shall be in money, fifty thousand dollars shall be in the full paid preferred stock and fifty thousand dollars shall be in the full paid common stock of said corporation at par, in five instalments as follows: two instalments each of one-eighth of each said money, preferred stock and common stock on or before the first days of January and April, 1904, respectively, and three instalments, each of one-fourth of each said money, preferred stock and common stock on or before the first days of July and October, 1904, and January, 1905, respectively. Such stock shall be issued in the name of Edward D. Libbey, unless otherwise directed by the board of directors or executive committee of said Licensor.

11. Said Licensees will pay to said Licensor at Toledo, Ohio, a farther royalty or license fee of twenty-five cents per gross for all milk bottles and milk jars, after the ex-
[fol. 20507] piration of three years from the installation of the first one of said bottle-machines, manufactured by them or either of them, or by any other person or corporation under the license hereby granted or any other license or licenses which may at any time or times hereafter be granted by said Licensor to said Licensees or their assigns. Such royalty or license fee shall be paid quarterly, on the fifth day of each January, April, July and October for the quarter ending with the last preceding month. From each such payment, however, shall be deducted and retained by

said Licensees one fortieth of the amount of each advancement made by said Licensees, as hereinbefore provided, for, or on account of, cost of machines, until the whole of such advancement shall have been repaid; to the end that, until fully repaid, one-tenth of the amount of each such advance may, without interest, be repaid to said Licensees annually, out of royalties or license fees; provided that such deductions, in repayment of each such advancement made prior to the time herein fixed for the first quarterly payment of royalty, shall be in such number of equal quarterly amounts as shall be necessary to complete the repayment thereof by the quarter day next following the expiration of ten years from the date of such advancement.

12. Said Licensees agree that from and after the expiration of said three years period, the net annual royalty upon each and every machine for making milk bottles or jars ordered by them from the Licensor shall amount to not less [fols. 20508] than twenty-five hundred dollars, and that the quarterly instalment of the royalties or license fees payable on the fifth day of January in any year shall not be less than the sum sufficient to make the aggregate payments of such royalties or license fees for the preceding calendar year twenty-five hundred dollars for each machine installed prior to the beginning of such calendar year, together with a pro rata amount for each machine installed during such year; provided that such minimum payable for the fractional calendar year for which such royalty is first payable shall be computed pro rata from the expiration of said three years period to the thirty-first day of December.

13. Said Licensees and all claiming under them will keep special books of account showing accurately and fully the length of time that each machine operates each day, the number of bottles and jars produced thereon, and, in detail, the cost of the labor required in the operation of such machine. Such books of account shall be open at any and all reasonable times to the inspection of any officer of said Licensor or its authorized agents, which shall have free access to any factory in which said machines are used, at any reasonable time.

14. Said Licenses will render to the Licensor at Toledo, Ohio, on or before the fifth day of each January, April, July and October, a statement under oath of the number of milk

bottles and milk jars manufactured by them and those claim-
[fol. 20509] ing under them during the quarter ending with the preceding month, and, from and after the expiration of said period of three years, will, at the same time, pay the royalty or license fee hereinbefore provided.

15. Said Licensees further agree that, without the consent thereto in writing of said Licensor, they will not and their assigns shall not, during the continuance of this license, make milk bottles or milk jars by any other machines or processes than the machines furnished them by said Licensor under this license, nor add to nor substract from the said machines any mechanism whatever now or hereafter organized or connected therewith by said Licensor, nor make nor allow to be made any change or alteration in the same, nor interfere with the proper operation of the said bottle machines or of any mechanism forming a part thereof, or attached thereto, nor remove nor deface any dates, numbers or inscriptions now or hereafter impressed thereon, or affixed thereto, by said Licensor. Said Licensees will notify said Licensor promptly when any repairs are needed, stating what the same may be, and said Licensor shall and will elect, within five days after receiving such notice, whether to allow said Licensees to make such repairs as needed or in lieu thereof to make the necessary repairs at said Licensees' expense, said Licensees will pay said Licensor therefor the reasonable cost thereof, as hereinbefore provided. The cost thereof shall be deemed a
[fol. 20510] part of the cost of the machine, to be originally advanced by said Licensees and repaid to them out of royalties as hereinbefore provided. All new parts and devices employed for this purpose that are manufactured or furnished by said Licensor to be supplied at its regular price and all other material and labor to be furnished at the actual cost thereof to said Licensor. The Licensor will furnish with each machine one set of molds, the cost of which shall be deemed a part of the cost of such machine. All other molds will be furnished by said Licensor at regular mold-shop prices, but the cost thereof shall not be deemed a part of the cost of the machine, and the Licensees shall not be entitled to repayment of such cost.

16. All rights, licenses and privileges which said Licensees or their assigns may at any time acquire or have the right to acquire, own, control or possess, in and to any and all

improvements, inventions, and discoveries of, in or pertaining to methods, processes, devices, machines, tools, parts or appliances for the manufacture of bottles and jars of any and all kinds, and of, in or pertaining to pots, tanks, or furnaces for, or processes of, melting glass, shall belong to and be the absolute property of said Licensor. Said Licensees and their assigns will promptly and fully, as they, or any of them, shall learn thereof, disclose to said Licensor all such inventions, improvements and discoveries, and said Licensor shall have the right to examine, develop [fol. 20511] and experiment therewith. At the election and expense of said Licensor, said Licensees and their assigns shall cause applications for patents of the United States and foreign countries to be made therefor and to be assigned to said Licensor; provided, however, that said Licensor shall, without cost or expense to said Licensees or their assigns, grant to said Licensees and their assigns the exclusive right to use and employ any and all such inventions, in and throughout the United States of America, for the purpose of making milk bottles and milk jars, with all the rights and privileges and subject to all the conditions of, and obligations imposed by, this indenture, as if the same were specifically enumerated herein; and provided, further, that if said Licensor shall not within a reasonable time after full disclosure to it concerning any such invention, improvement or discovery, elect to have applications for patents made at its expense, or if after any such application shall have been made it shall abandon the same, then, and in every such case, said Licensor shall be deemed to have declined the same and the same shall belong to said Licensees and their assigns without any claim of said Licensor thereto.

17. In case said Licensees neglect or refuse to perform and observe any or all of the covenants, agreements, terms and conditions in this instrument contained, said Licensor may enforce the same by any lawful proceeding, and shall also have the right to terminate the lease and license hereby granted and all rights of said Licensees hereunder upon [fol. 20512] giving to said Licensees fifteen days' notice in writing of its election so to do; and if said Licensees fail to repair and make good such default or defaults on account of which the notice is given, on or before the expira-

tion of said fifteen days, the lease and license hereby granted, and all rights of said Licensees hereunder, shall be wholly at an end, and said Licensor shall be released from all its obligations herein contained; but said Licensees shall not thereby be released from liability to pay the rental or royalties at the rate aforesaid, already accrued at the termination of the lease, nor from their covenant in Clause Eight thereof as to the validity of the patents, nor from any other obligation to said Licensor accrued hereunder. Upon the termination of this lease and license, from any cause whatever, said bottle-making machines shall be released and discharged from the lease and license hereby granted, and neither said Licensees nor any one claiming under them shall have any right whatever thereto, and said Licensor shall have the sole and exclusive possession thereof and may, by any of its officers or agents, enter the premises of said Licensees and of any and all persons claiming under them or either of them, and take or remove such machines without being deemed guilty of any trespass or tort; or said Licensor may pursue its remedies at law or in equity against said Licensees or the persons in whose possession the bottle-making machines or any parts thereof may be found. And on a termination of said lease and [fol. 20513] license, upon either or any of the events or contingencies in this agreement specified, said Licensees shall have no claims or right to the repayment by said Licensor, of the whole or any part of the sums which said Licensees may have paid as purchase price for the machines or as initial rental fee or as royalties, or otherwise, under this instrument, or as consideration for the execution of the same; provided, that if because the patents shall have been finally adjudged invalid, or for any reason other than those elsewhere in this indenture specified, the license hereby granted shall, without fault on the part of the Licensees or of those deriving rights under them, become ineffective or void, said Licensor shall not remove any machines from the possession of said Licensees or their assigns, without first repaying or tendering to them all moneys theretofore advanced by them upon or for the cost of any machines so removed and not repaid by deductions from royalties as herein provided; but the cost of repairs shall not be included as a part of the cost of such machines for the purposes contemplated by this proviso.

18. No letters patent under or in respect to which license hereby is, or is intended or agreed to be, granted, shall be deemed invalid unless or until finally so adjudicated, in an action or suit in which said Licensor shall have been duly made a party or shall have had due and proper opportunity to conduct the prosecution or defense as the case may be, in and by the court of last resort, to which such action shall be taken by appeal or otherwise.

[fol. 20514] 19. Said Licensees hereby agree at their own expense to keep all the machines which they shall obtain from said Licensor fully insured for the benefit of said Licensor, in insurance companies to be approved by it.

20. The words "milk bottles" and "milk jars", in this instrument, designate only wide mouthed bottles and semi-wide mouthed jars to be used for bottling liquid or condensed milk and cream therefrom, and in distributing such milk and cream from dealer to consumer, the usual types of such bottles or jars being shown, in quart and pint sizes, in the drawings or prints hereto attached, marked "Exhibit A" and "Exhibit B", respectively and made parts hereof; provided that such bottles and jars may also be manufactured for use by dealers in milk for bottling non-carbonated water and for distributing the same from dealer to consumer. And the license hereby granted is only for such bottles and jars and for their use only for the purposes aforesaid, and does not include any other use of such bottles or jars, or the right to manufacture any other kinds of bottles or jars, or such bottles for mineral water, carbonated liquids, beer, wines, liquors, prescriptions, proprietary goods, or any narrow-necked bottles, or any bottles or jars for fruits, jellies, pickles, vegetable and their product, goods put up in liquor, powders and other non-liquid goods, packers goods, table use, etc.

[fol. 20515] 21. Said Licensor may at any time upon adapting the molds therefor require that all bottles manufactured under the license hereby granted be stamped with some brief inscription designating the uses for which the same are authorized.

22. If said Licensees, their assigns or licensees, shall use any of the machines furnished by said Licensor for any other purpose than for the manufacture of milk bottles

or milk jars, said Licensor may, at its option, cancel this lease and license, and may take possession of all the said machines; and all rights hereunder of said Licensees and of those claiming under them shall thereupon cease, determine and lapse; or said Licensor may proceed against such unlawful use of said machines as an infringement of the patents under which this license is furnished.

23. It is further mutually agreed between the parties hereto that in the event that during the continuance of this license agreement, other competing machines shall be devised and put into use, in competition with said Licensees, which manufacture milk bottles and milk jars as cheaply as the machines and processes of said Licensor, then the amount of royalty payable hereunder by said Licensees shall be equitably adjusted to meet the new conditions created unless said Licensor shall, within a reasonable time, procure to said Licensees the right to use such competing machines, or otherwise relieve them from any loss thereby occasioned. In the event the parties hereto are [fol. 20516] unable to arrive at a satisfactory adjustment of the license fees, they shall call a third party to whom the matter shall be referred as arbitrator who shall adjust such differences and by whose award the parties hereto shall be bound.

24. Said Licensees further agree that, within three years from the installation of the first machine, they will order from said Licensor, and put into operation, machines for making milk bottles and milk jars sufficient to produce an annual output of one hundred thousand gross and agree that said machines shall be operated thereafter to produce at least one hundred thousand gross of milk bottles and milk jars annually. In the event that said Licensees shall not, at the termination of said three years period, have in use machines which produce an output of one hundred thousand gross of milk bottles and jars per year, said Licensor shall thenceforth have the right to grant licenses to others upon similar conditions to this license, to manufacture milk bottles and jars in the United States, and such additional rights shall not in any way augment or lessen the obligations of said Licensees under this agreement.

25. All the rights, interests and remedies vested in said Licensor under this instrument, and also all those which

belong to it by reason of ownership of said machines now or hereafter embraced in or made subject to the terms of this instrument, shall be deemed to belong to and be enforceable by the successors and assigns of the Licensor and in their own names respectively.

[fols. 20517-20518] 26. Said Owner becomes a party to this indenture for the purposes of evidencing its assent thereto, confirming the right of said Licensor to grant the license hereby made, and making the rights of said Licensees hereunder independent of any and all conditions not imposed by or specified in this instrument.

27. Each party hereto will and its and their successors and assigns shall, upon reasonable request of the other parties hereto, their successors or assigns, or either of them, from time to time execute and deliver to it or them all such further grants, licenses and written agreements as may be necessary or proper to effectuate the grants hereby made or contracted or intended to be made, or for more conveniently evidencing the same.

In Testimony Whereof said the Toledo Glass Company has caused its corporate name and seal to be hereunto signed and affixed by John Cummings, its President, and to be attested by Frank D. Suydam, Jr., its Secretary, said Owens Bottle-Machine Company has caused its corporate name and seal to be hereunto signed and affixed by Edward D. Libbey, its president, and to be attested by Frederick L. Geddes, its Secretary, and said Francis E. Baldwin and Horace Earl Travis have hereunto set their hands and seals.

The Toledo Glass Company, by John Cummings, President. (Seal.) Attest: F. D. Suydam Jr., Secretary. Owens Bottle-Machine Company, by E. D. Libbey, President. (Seal.) Attest: Frederick L. Geddes Secretary. Francis E. Baldwin, H. E. Travis. (Seal.)

[fol. 20519] DEFENDANTS' EXHIBIT No. O 5995

License Agreement

Indenture made this first day of November, 1904, by and between Owens Bottle-Machine Company, a corporation

duly organized under the laws of the State of New Jersey, and having its principal office at Jersey City, in said State, hereinafter termed Licensor, The Toledo Glass Company, a corporation organized and existing under the laws of the State of Ohio, and having its principal office at Toledo, in said State, hereinafter termed Owner, and The Ohio Bottle Company, a corporation duly organized under the laws of the State of Ohio, and having its principal office at Newark, in said State, hereinafter termed Licensee:

Whereas said Owner is the owner of the following United States Letters Patent:

	Issued to	Number	Dated	For Improvement in
1.	Herman Hilde	567,236	Sept. 8, 1896	Means for Working Glass.
2.	Toledo Glass Co.	744,006	Nov. 10, 1903	Apparatus for the Manufacture of Glassware.
3.	"	744,007	"	Manufacture of Glassware.
4.	"	744,008	"	Apparatus for Making Hollow Glass Articles.
5.	"	744,009	"	Apparatus for Making Glassware.
6.	"	744,010	"	Machine for Making Glassware.
7.	"	759,742	May 10, 1904	Method of Blowing Glass.

[fol. 20520] and also of the following Applications for Letters Patent of the United States, and of any Letters Patent that may issue thereon, to wit:

	Inventor	Serial No.	Date of Filing	For Improvement In
1.	M. J. Owens	152,388	April 13, 1903	Glass Shaping Machine.
2.	Wm. Emil Bock	40,006	Dec. 15, 1900	Machine for forming parisons for glass-blowing.
3.	John J. Power	12,279	April 10, 1900	Apparatus for manufacture of Glassware.
4.	"	12,278	"	Apparatus for manufacture of Glassware.
5.	"	12,280	"	Manufacture of Glassware.
6.	"	49,429	Mar. 1, 1901	Manufacture of Glassware.
7.	M. J. Owens	186,257	Dec. 22, 1903	Rotary Tank.
8.	"	186,258	"	Machine for filling lehrs.
9.	"	192,692	Feb. 8, 1904	Lehr.
10.	"	197,542	Mar. 10, 1904	Method of forming interiorly grooved bottle necks.
11.	Wm. Emil Bock	188,582	Jan. 11, 1904	Machine for making glass articles.
12.	"	189,572	Jan. 18, 1904	Machine for making hollow glass articles.
13.	Geo. W. Graves and Jas. Whittemore	184,194	Dec. 7, 1903	Glass gathering and shaping machines.
14.	"	198,692	Mar. 17, 1904	Machine for making hollow glass articles.

[fol. 20521] and expects to make, or cause to be made, applications for, and to obtain Letters Patent upon and for

other inventions relating to manufacturing bottles from glass; and

Whereas said Owner did, on the sixteenth day of October, 1903, grant to said Licensor the sole and exclusive right and license to practice the inventions set forth in, and to make and use the machines and processes covered by, the said Letters Patent and any and all patents which may result from the said applications for patents, for and during the respective terms for which said patents are, or may be granted, in and throughout the United States of America, but not elsewhere, but only for use in the manufacture of glass bottles and jars and parts therefor, together with the right to grant to others sub-licenses, and also a similar license under, and for the full terms of any and all other Letters Patent of the United States for or relating to blowing methods, glassblowing machinery and the preparation of glass therefor, which during the seventeen years next following the date of said grant, said owner may acquire or become entitled to, in so far as such patents relate to, or are applicable to, and only for use in, the manufacture of glass bottles or jars or parts therefor; and

Whereas said Licensor is about to engage in manufacturing or causing to be manufactured, machines and devises operating according to or embodying said inventions, or some of them; and

[fol. 20522] Whereas said Licensee desires to acquire the exclusive right to use bottle-making machines and tanks therefor, manufactured or controlled by said Licensor and operating according to or embodying said inventions, or some of them, for the purpose of making the bottles, hereafter specified, and for no other purpose or use, and desires also to obtain the necessary machines, molds and glass tanks to enable said Licensee to employ said inventions or some of them, for the purpose of manufacturing such bottles, and, so long as it shall fully do, perform and observe all covenants, agreements and conditions on its part to be done and performed, to remain secure in the enjoyment of such rights, independently of any failure or default on the part of said Licensor or of others claiming through said Licensor;

Now, Therefore, it is hereby covenanted and agreed by and between the parties hereto as follows:

1. License. Said Licensor, in consideration of Six Thousand Dollars ($6000.00), to it paid by said Licensee, the receipt whereof is hereby acknowledged, and of, and upon condition of, the faithful performance of and fulfillment of all the covenants, agreements and conditions herein contained, on the part of said Licensee to be done, performed and observed, hereby grants to said Licensee, subject to all the terms and conditions of this Indenture, the sole and exclusive right to use, for the purpose of manufacturing in and throughout the United States of America, and not [fol. 20523] elsewhere: (1) bottles for beer, porter, ale, and all other malted beverages; (2) bottles for soda-water and all other carbonated beverages, other than wines, and liquors; and (3) narrow-necked bottles for non-carbonated waters, but no other kinds of bottles, nor for any other purpose, bottle-making machines manufactured by said Licensor, and molds and tanks therefor, containing the hereinbefore mentioned inventions or any of them.

2. (First Machines, Molds, etc.) As soon as it shall be able to make and complete the same, said Licensor will manufacture and deliver, or cause to be manufactured and delivered, to said Licensee, four bottle-making machines adapted to manufacture, automatically, such of the hereinbefore specified bottles of not exceeding thirty-two ounces in either capacity or weight of the kinds in present use as may be designated by said Licensee, together with one complete set of molds, for each machine, and also, to be used only with such machines, one revolving basin, (or, at the election of said Licensee, two such basins,) to receive glass from the melting tank and deliver it to such machines, together with the mechanism and connections for rotating such basins, and will install the same; upon the cost of which machines, molds, basins, mechanism and connections, the said sum of six thousand dollars ($6000) so as aforesaid paid by said Licensee shall be applied,—fifteen hundred dollars ($1500) thereof being applied on the cost of each machine and of the molds therefor. And the Licensee will [fol. 20524] pay to said Licensor the remainder of two-thirds of the amount which each of said machines, with the molds therefor, and said basins with the mechanism and connections therefor, shall cost said Licensor, upon the completion thereof ready for shipment, and the remainder of such cost of each machine with the molds therefor and

said basins, with the mechanism and connections therefor, including cost of installation, within thirty days after receiving from said Licensor notice that such machine with the basin therefor is installed and in working order, or, if said Licensee shall not then be ready to have the same installed, notice that the same has been duly delivered and tested and is ready for use.

3. (Option for Termination of License.) Should the bottles from said four machines prove unmerchantable in the general market, because of defects other than the quality of the glass or the improper annealing or handling thereof, said Licensee may at any time within ninety days after the date that such machines begin to make bottles, terminate this license by giving to said Licensor written notice of such termination and returning all the machines, basins and mechanism theretofore delivered to it by said Licensor, and said Licensor will, on request, refund all moneys paid by said Licensee to said Licensor, on account of such machines. And should the machines delivered by said Licensor to said Licensee, when properly operated and supplied with proper glass, fail to make any seam mold bottles of the [fol. 20525] kinds in this Indenture specified, of not exceeding thirty-two ounces in either capacity or weight, of the kinds now in common use in the United States, said Licensee may at any time terminate this License in like manner and with like effect.

4. (Additional Machines.) Said Licensor will from time to time manufacture and deliver, or cause to be manufactured and delivered, to said Licensee, and will install, such additional like machines (each with one set of molds) and such additional like basins with mechanism and connections as aforesaid, all for the uses hereinbefore specified, as said Licensee shall order, and said Licensee will pay to said Licensor the amount which the same, including installation, shall cost said Licensor, one-third of said cost, as the same may be estimated by said Licensor, at the time of giving, and as a part of, the order for each machine or basin, one-third upon the completion thereof, ready for shipment, and the remainder within thirty days after receiving from said Licensor notice that the same is installed and in working order, or, in case of any machine which said Licensee shall not then be ready to have installed, notice that such machine

has been duly delivered and tested and is ready for use; provided that except for renewals as needed, said Licensor shall not be required to furnish, at cost, or without a reasonable profit, more than one such basin for each machine. All such machines and basins ordered by said Licensee shall be furnished by said Licensor, as promptly as said Licensor, under reasonable business conditions, and with the facilities at its disposal, can accomplish the same.

[fol. 20526] 5. (Preparation for Location of Machines and Initial Operation.) Said Licensee will furnish and prepare, to the approval of said Licensor, all things necessary and proper for the location of each machine, basin, mechanism and connections hereby contracted or hereafter ordered, for the operation thereof to the best advantage, and for supplying proper molten glass to such machine, and will also furnish and provide proper power, motors, blowers, connections, accessories, apparatus and facilities for the operation thereof, and for caring for and completing the product thereof, and will have the same ready for use in connection with such machine and basin at the time the same is ready for delivery. Said Licensor will from time to time upon the reasonable request and at the expense of said Licensee, furnish all necessary plans and drawings therefor and for the adaptation of any factory thereto; provided that plans and drawings for the installation of any machines or basin shall be deemed a part of the cost thereof. Said Licensor will keep each machine in working order for such period not exceeding thirty days from starting the same in operation, as may be desired by said Licensee, and the expense thereof shall be deemed a part of the cost of the machine. And if the installation, delivery, or demonstration of the operation of any machine or basin shall, because said Licensee is not ready to have the same installed or operated, or does not give said Licensor reasonable notice of such readiness, be delayed for thirty days after said Licensor shall have notified said Licensee that the same is ready for delivery, then the entire unpaid [fol. 20527] amount of such cost of such machine or basin shall be immediately due and payable to said Licensor. All machines, basins, mechanism and connections shall be and remain the property of said Licensor, and shall be returned to it at once upon the termination of the License herein granted.

6. (Notice and Defense of Infringement.) Said Licensor, will defend, and indemnify said Licensee against all suits for infringement because of the use of its machines in the manufacture of the hereinbefore specified bottles. And said Licensee will immediately give notice to said Licensor of any and all claims and suits for infringement because of the use of said machines, which may be made or brought against said Licensee or against any officer, employee or other person or corporation acting under authority or permission derived from it, and will permit said Licensor to assume and conduct the defense of such suits.

7. (Notice and Prosecution of Infringement.) Said Licensee will immediately notify said Licensor of any and all infringements of any letters patent under which a license hereby is, or, pursuant to the provisions hereof, shall be, granted, which shall come to its knowledge. And upon reasonable notice thereof by said Licensee, said Licensor will, at its own cost and expense, prosecute any and all such [fol. 20528] infringements; provided that it shall not be required to prosecute infringements of any patents, the use and practice of inventions covered by which are not essential to the use and operation of its blowing-machines or do not enable others effectively to compete with said Licensee in mechanically blowing bottles.

8. (Term.) The license under the inventions herein given shall be, as long as all the covenants, agreements and conditions in this indenture contained, on the part of said Licensee to be done and performed, shall be faithfully performed; fulfilled and observed, for the full term of the patents issued and to be issued, unless sooner terminated by mutual agreement of the parties or by the failure of the Licensee to carry out the terms of this agreement.

9. (Validity of Patents Acknowledged.) Said Licensee hereby acknowledges the validity of the issued and to be issued patents included in this instrument, during the full term thereof, and accepts the license under the inventions and patents, and the lease of the machines, and will accept said machines and advance the cost thereof, as hereinbefore provided, and will diligently prosecute, conduct and push the business, and make and sell as large a proportion of the hereinbefore specified bottles made in the United States as possible.

[fol. 20529] 10. (Royalties.) Said Licensee will pay to said Licensor at said Licensor's office in Toledo, Ohio, royalties or license fees for all the bottles manufactured (by said Licensee and by all others) under the license hereby granted or any other license which may, at any time hereafter, be granted by said Licensor to said Licensee or its assigns as follows: (1) If the aggregate production of such bottles, during any year, beginning the first day of September, shall not exceed five hundred thousand gross, sixty cents a gross, less a deduction of ten per centum for imperfect product, poor glass, breakage and accidents, making fifty-four cents net per gross, machine count; (2) if the aggregate production of such bottles during any such year shall be between five hundred thousand gross and one million gross, fifty-one cents net per gross machine count; and (3) if the aggregate production of such bottles during any such year shall exceed one million gross, fifty cents net per gross, machine count. Such royalties shall be paid quarterly on the tenth day of each December, March, June and September, for the product of the quarter ending with the last preceding calendar month. The amount per gross of the first three quarterly payments for any such year shall be fixed upon the assumption that the product for the remainder of such year will be ratably the same as for the part of such year then past. In the final quarterly payment for any such year, any errors resulting from such [fol. 20530] assumption shall be rectified. From each such payment, however, shall be deducted and retained by said Licensee one-fortieth of the amount of each advancement made by said Licensee, as hereinbefore provided, for, or on account of, cost of machines, basins and installations, until the whole of such advancement shall have been repaid; to the end that, until fully repaid, one-tenth of the amount of each such advance may, without interest, be repaid to said Licensee, annually, out of the royalties or license fees; provided that if any installment of royalties shall be insufficient to repay one-fortieth of the aggregate amount of all such unrepaid advancements, subsequent installments of royalties as the same shall mature, shall be applied thereto until fully paid, but said Licensor shall not be required to repay the same in any other manner.

11. (Computation of Royalties.) Such Royalties or license fees shall be computed and paid upon not less than

the number of bottles blown upon or by the machines. The product of any machine which shall have been equipped by said Licensor with a device or apparatus accurately registering the turns thereof, shall, for the purpose of computing such royalty, be conclusively determined by the number of turns, and such royalty shall be computed there- [fol. 20531] from. Such registering device shall be deemed a part of such machine, and shall be carefully guarded and preserved by said Licensee, who shall, by telegraph, immediately notify said Licensor of any and all accidents thereto and of any and all failures thereof to register accurately, and shall, until the same be corrected, keep an accurate record of the same such machine shall be in use and of the number of bottles produced thereon and shall transmit such record or a copy thereof, to said Licensor whenever requested.

12. (Minimum Royalties.) Said Licensee agrees that the net annual royalties or License fees upon all such bottle machines furnished to it by said Licensor shall amount to not less than three thousand dollars per machine, and that the quarterly installment of the royalties or license fees payable on the tenth day of September in any year shall not be less than the sum sufficient to make the aggregate payments of such royalties or license fees for the year ending with the preceding month three thousand dollars per machine for all reserve machines delivered, and for all other machines installed, prior to the beginning of such year, together with a pro rata amount per machine for all reserve machines delivered, and for all other machines installed, during such year; provided that if by fire or other casualty, [fol. 20532] occurring without fault of said Licensee, and which shall be by said Licensee remedied as promptly as practicable, said Licensee shall be prevented from using any machine for a continuous period of not less than three months from the time at which it shall have given to said Licensor due notice of such casualty, the hereby guaranteed minimum amount of the annual royalty for such machine may be ratably diminished for such period.

13. (Books and Records.) Said Licensee will keep proper and suitable books, showing accurately and fully the length of time that each machine not equipped with a device or apparatus accurately registering the turns thereof, or the device or apparatus attached to or connected with which

shall be out of order or not registering accurately, operates, each day, and the number of bottles produced thereon. All such books of account and all records of, and computations respecting products of machines shall at all times be open to the inspection of any officer or authorized agent of said Licensor, who shall also, at all reasonable times, have free access to any factory in which any such machine is used.

14. (Quarterly Statements.) Said Licensee will render to the Licensor, at Toledo, Ohio, on or before the tenth day of each December, March, June and September, a state-
[fol. 20533] ment or statements, under oath, of the number of all bottles manufactured by it and by all persons and corporations claiming under it, during the quarter ending with the preceding calendar month, and will, at the same time, pay the royalty or license fee hereinbefore provided.

15. (Sub-Licenses.) Said Licensee may, at any time, or times, grant sub-licenses hereunder; provided that any and all machines, basins and other things furnished by said Licensor or operated under or by virtue of the license hereby granted, whether by said Licensee or by any person or corporation deriving authority from, through or under it, shall, for the purposes, and within the meaning of this indenture, (except of paragraph numbered twenty-five herein,) be deemed to be operated by said Licensee. And said Licensee shall immediately give to said Licensor written notice of each and every change in the location of any machine or basin.

16. (Use of Other Machines Prohibited.) Without the consent thereto, in writing, of said Licensor, said Licensee will not, during the term of the license hereby granted, make any of the hereinbefore specified bottles by the aid of any machine other than the machines furnished them by said Licensor under this license.

[fol. 20534] 17. (Alteration of Machines.) Without the consent thereto, in writing, of said Licensor, said Licensee will not, during the term of the license hereby granted, add to nor subtract from any of the said machines or basins any mechanism whatever, now or hereafter organized or connected therewith by said Licensor, nor make nor allow to be made any change or alteration in the same, nor interfere with the proper operation of the said machines or basins or of any mechanism forming a part thereof, or attached

thereto, nor remove nor deface any dates, numbers or inscriptions now or hereafter impressed thereon, or affixed thereto, by said Licensor.

18. (Repairs.) Said Licensee will immediately notify said Licensor when any repairs of any bottle-making machine, or basin, or mechanism are needed, stating what the same may be, and said Licensor will, immediately after receiving such notice, make such repairs as needed, said Licensee hereby agreeing to pay said Licensor the reasonable cost thereof. All new parts or devices employed for this purpose which may be manufactured or furnished by said Licensor shall be supplied at its regular price and all other material and labor shall be furnished at the actual cost thereof to said Licensor.

19. (Licensee to Assign Patents.) All rights, licenses and privileges, including patents and applications therefor, [fol. 20535] which said Licensee now owns or has the right to acquire, control or possess, or may, at any time hereafter acquire or have the right to acquire, own, control or possess, in and to any and all improvements, inventions and discoveries, of, in or pertaining to, machines for blowing glass or for the manufacture of bottles and jars of any and all kinds, and of, in or pertaining to supplying such machines with glass, shall be transferred and belong to and be the absolute property of said Owner. Said Licensee and its assigns will promptly and fully, as it shall learn thereof, disclose to said Owner all such inventions, improvements and discoveries, and said Owner shall have the right to examine, develop and experiment therewith. At the election and expense of said Owner, said Licensee will, from time to time, cause application for patents of the United States and foreign countries to be made therefor and to be assigned to said Owner. And all such inventions and patents shall thereupon be included within the terms of this license; provided, that if said Owner shall not, within a reasonable time after full disclosure to it concerning any such invention, improvement, or discovery, elect to have applications for patents made at its expense, or if after any such application shall have been made it shall abandon the same, then, and in every such case, said Owner shall be deemed to have declined the same, and the same shall belong to said Licensee and its assigns without any claim of said Owner or Licensor thereto.

shall be out of order or not registering accurately, operates, each day, and the number of bottles produced thereon. All such books of account and all records of, and computations respecting products of machines shall at all times be open to the inspection of any officer or authorized agent of said Licensor, who shall also, at all reasonable times, have free access to any factory in which any such machine is used.

14. (Quarterly Statements.) Said Licensee will render to the Licensor, at Toledo, Ohio, on or before the tenth day of each December, March, June and September, a state-
[fol. 20533] ment or statements, under oath, of the number of all bottles manufactured by it and by all persons and corporations claiming under it, during the quarter ending with the preceding calendar month, and will, at the same time, pay the royalty or license fee hereinbefore provided.

15. (Sub-Licenses.) Said Licensee may, at any time, or times, grant sub-licenses hereunder; provided that any and all machines, basins and other things furnished by said Licensor or operated under or by virtue of the license hereby granted, whether by said Licensee or by any person or corporation deriving authority from, through or under it, shall, for the purposes, and within the meaning of this indenture, (except of paragraph numbered twenty-five herein,) be deemed to be operated by said Licensee. And said Licensee shall immediately give to said Licensor written notice of each and every change in the location of any machine or basin.

16. (Use of Other Machines Prohibited.) Without the consent thereto, in writing, of said Licensor, said Licensee will not, during the term of the license hereby granted, make any of the hereinbefore specified bottles by the aid of any machine other than the machines furnished them by said Licensor under this license.

[fol. 20534] 17. (Alteration of Machines.) Without the consent thereto, in writing, of said Licensor, said Licensee will not, during the term of the license hereby granted, add to nor subtract from any of the said machines or basins any mechanism whatever, now or hereafter organized or connected therewith by said Licensor, nor make nor allow to be made any change or alteration in the same, nor interfere with the proper operation of the said machines or basins or of any mechanism forming a part thereof, or attached

thereto, nor remove nor deface any dates, numbers or inscriptions now or hereafter impressed thereon, or affixed thereto, by said Licensor.

18. (Repairs.) Said Licensee will immediately notify said Licensor when any repairs of any bottle-making machine, or basin, or mechanism are needed, stating what the same may be, and said Licensor will, immediately after receiving such notice, make such repairs as needed, said Licensee hereby agreeing to pay said Licensor the reasonable cost thereof. All new parts or devices employed for this purpose which may be manufactured or furnished by said Licensor shall be supplied at its regular price and all other material and labor shall be furnished at the actual cost thereof to said Licensor.

19. (Licensee to Assign Patents.) All rights, licenses and privileges, including patents and applications therefor, [fol. 20535] which said Licensee now owns or has the right to acquire, control or possess, or may, at any time hereafter acquire or have the right to acquire, own, control or possess, in and to any and all improvements, inventions and discoveries, of, in or pertaining to, machines for blowing glass or for the manufacture of bottles and jars of any and all kinds, and of, in or pertaining to supplying such machines with glass, shall be transferred and belong to and be the absolute property of said Owner. Said Licensee and its assigns will promptly and fully, as it shall learn thereof, disclose to said Owner all such inventions, improvements and discoveries, and said Owner shall have the right to examine, develop and experiment therewith. At the election and expense of said Owner, said Licensee will, from time to time, cause application for patents of the United States and foreign countries to be made therefor and to be assigned to said Owner. And all such inventions and patents shall thereupon be included within the terms of this license; provided, that if said Owner shall not, within a reasonable time after full disclosure to it concerning any such invention, improvement, or discovery, elect to have applications for patents made at its expense, or if after any such application shall have been made it shall abandon the same, then, and in every such case, said Owner shall be deemed to have declined the same, and the same shall belong to said Licensee and its assigns without any claim of said Owner or Licensor thereto.

[fol. 20536] 20. (Employees of Licensee to Assign Patents.) Said Licensee will, upon being supplied by said Licensor with proper blanks therefor, use its best efforts to have each and every manager, superintendent, engineer, machinist and mechanic, operating, having charge of, or working upon or about, any such machine or basin, to execute, in consideration of his employment, a contract to the effect that any and all improvements upon or any of the inventions in respect of which this license is granted, and any and all inventions, improvements and discoveries intended to accomplish, in whole or in part, the same work as any of the inventions in respect of which this license is granted, which shall be by him, in whole or in part, made or invented, during the period of his employment, shall be the property of said Owner, and shall be promptly submitted to said Owner, which shall have the option to take and own the same, and that upon the election by said Owner, to take and own the same, such person will, at the expense of said Owner, make application for United States and foreign patents therefor and assign such applications to said Owner which shall be the absolute Owner thereof. And all such inventions and patents shall thereupon be included within the terms of this license.

21. (Forfeitures for Non-performance.) In case of any neglect or refusal by said Licensee to perform and observe [fol. 20537] any or all of the covenants, agreements, terms and conditions in this instrument contained, said Licensor may enforce the same by any lawful proceeding, and may also give to said Licensee written notice of any such default, and that unless the same shall, within thirty days thereafter be fully repaired, removed, remedied and made good, all rights of said Licensee and of all others deriving rights through it will thereupon entirely cease and determine; and if said Licensee fails to repair and make good such default or defaults on account of which the notice is given, on or before the expiration of said thirty days, the lease and license hereby granted, and all rights hereunder of said Licensee and of all others deriving rights from it, shall be wholly at an end, and said Licensor shall be released from all its obligations herein contained; but said Licensee shall not thereby be released from liability to pay the rental or royalties at the rate aforesaid, already accrued at the termination of the lease, nor from its acknowledgment and

covenant in paragraph numbered Nine hereof as to the validity of the patents, nor from any other obligation to said Licensor accrued hereunder.

22. (Possession of Machines on Termination of License.) Upon the termination of this lease and license, from any cause whatever, said bottle-making machines and basins shall be released and discharged from the lease and license [fol. 20538] hereby granted, and neither said Licensee nor any one claiming under it shall have any right whatever thereto, and said Licensor shall have the sole and exclusive possession thereof, and may, by any of its officers or agents, enter the premises of the said Licensee and of any and all persons having possession of any of such machines or of any part thereof, and take or remove such machines without being deemed guilty of any trespass or tort. Said Licensor may also pursue its remedies at law or in equity against the Licensee or persons in whose possession any bottle-making machines or any part thereof may be found. On a termination of this lease and license, upon either or any of the events or contingencies in this agreement specified, said Licensee shall, except as herein expressly provided, have no claim or right to the repayment by said Licensor, of the whole or any part of the sums which said Licensee may have paid as advances upon or for the machines or as initial rental fee or as royalties, or otherwise, under this instrument, or as consideration for the execution of the same.

23. (Patents Deemed Valid). No letters patent under or in respect to which license hereby is, or is intended or agreed to be, granted, shall be deemed invalid unless or until finally so adjudicated in an action or suit in which said Licensor or Owner shall have been duly made a party or shall have had due and proper opportunity to conduct the prosecution or [fol. 20539] defense as the case may be, in and by the Court of last resort, to which such action shall be taken by appeal or otherwise.

24. (Insurance.) Said Licensee will, at its own expense, keep all the machines and basins which it shall obtain from said Licensor fully insured for the benefit of said Licensor, in insurance companies to be approved by it; provided that any machine for the cost of which the amounts advanced by

said Licensee to said Licensor shall not have been fully repaid, as hereinbefore provided, may be kept insured, in any amount not less than the aggregate of the amounts so repaid, for the benefit of both said Licensor and said Licensee as their interests may appear, and such insurance shall, in case of loss, be payable, first, to said Licensor to the extent to which such repayments shall have been made, and the remainder to said Licensee, and said Licensee shall not be entitled to any farther repayment of the amounts advanced by it for the cost of such machines; and provided farther that said Licensee shall not be required to keep insured any machine in any factory which shall have been approved by said Licensor as fire proof, but if it shall not keep such machine insured, said Licensee shall, in case of loss, pay to said Licensor the full amount which shall have been repaid to said Licensee, out of royalties, of the cost advanced for such machine, and shall not be entitled to any farther repayment thereof.

[fol. 20540] 25. (Inscriptions on Bottles.) Said Licensor may at any time require that all bottles manufactured under the license hereby granted be stamped with some brief inscription designating the manufacturer thereof.

26. (Unauthorized Use of Machines.) If said Licensee shall, knowingly, or if any one deriving rights or authority through it shall, with the knowledge of said Licensee, use any of the machines or basins, furnished by said Licensor for any other purpose than for the manufacture of the hereinbefore specified bottles, said Licensor may, at its option, cancel this lease and license, and may take possession of all the said machines; and all rights hereunder of said Licensee and of those claiming under it shall thereupon cease, determine and lapse. And said Licensor may proceed against such unlawful use of said machines as an infringement of the patents under which this license is granted.

27. (First Ninety Days Operation.) Said Licensee will immediately after the installation, ready for operation, of said first four machines and accompanying basin or basins, begin the manufacture of some of the hereinbefore described bottles and will diligently prosecute such manufacture, and endeavor to make sales of such bottles, to the end that, within ninety days after such machines begin to

make bottles, it shall be ascertained whether machine-made bottles will be satisfactory to the trade.

[fol. 20541] 28. (License Becomes Non-exclusive When.) The license hereby granted shall become non-exclusive if said Licensee shall fail to pay said Licensor, as the same shall become due, or within thirty days after written notice of such failure, royalties or license fees upon not less than the following specified numbers of bottles, to-wit: (1) For the period beginning with the installation and delivery of said first four machines and ending the thirty-first day of August, 1905, upon a monthly average of not less than three thousand gross of bottles; (2) during the year beginning the first day of September, 1905, one hundred thousand gross; (3) during the year beginning the first day of September, 1906, two hundred and fifty thousand gross; (4) during the year beginning the first day of September, 1907, five hundred thousand gross; (5) during the year beginning the first day of September, 1908, seven hundred and fifty thousand gross; and (6) during each and every year thereafter, while the license hereby granted remains in effect, one million gross; the quarterly installment of the royalties or license fees payable on the tenth day of September, in any year, being not less than the amount hereinbefore specified for the above prescribed minimum product for the year ending with the last preceding month, after applying thereon the royalties previously paid for such year.

29. (Forfeiture on Failure to Pay Certain Royalties.) If, for any period, said Licensee shall fail to pay, as the same [fol. 20542] shall become due, the full amount of the royalties or license fees upon one-half the minimum product hereinbefore specified for such period, and such failure shall not be remedied within thirty days after written notice thereof by said Licensor to said Licensee, said Licensor may, upon not less than thirty days' written notice (which may be given) at the time of giving such notice of default or at any time thereafter, wholly determine the license and lease hereby granted; provided, that any failure on the part of said Licensor to furnish, upon orders therefor given in due and sufficient time, machines, basins and other things to be furnished by it, as herein provided, in sufficient time to enable said Licensee to produce the same, shall effect a ratable reduction of such minimum products specified in

this and the last preceding paragraphs for such period; and provided that the provisions of this and the last preceding paragraph shall not be deemed to affect or impair any other remedy or right of said Licensor for or upon any failure of said Licensee to pay, as the same shall mature, the full amount of royalties or license fees upon its product determined as elsewhere herein prescribed; but except as provided in paragraphs twelve (12) and twenty-eight (28) hereof and in this paragraph, said Licensee shall not be liable because of any failure to produce any minimum product in this agreement specified.

[fol. 20543] 30. (Royalties on Termination of License.) Upon a determination of the license hereby granted, said Licensee shall be liable to said Licensor, for royalties hereunder, to the extent only of royalties owing upon bottles produced up to the time of such termination.

31. (Molds.) Said Licensor reserves the rights to make and to cause to be made any and all molds for said machines. With each machine said Licensor will furnish one set of molds therefor, as designated by said Licensee, the cost of which shall be deemed a part of the cost of the machine to be advanced by said Licensee and subsequently repaid to it in instalments out of royalties as hereinbefore provided. Other molds will be furnished by said Licensor at reasonable prices, but said Licensee shall not be entitled to repayment therefor. No molds furnished by said Licensor shall be used otherwise than upon or in connection with said machines.

32. (Refund on Worthless Machines.) If any machine which shall have been properly and carefully operated and cared for shall, because of ordinary wear and tear, become worthless or unable to make bottles, prior to the full repayment, out of royalties, as herein provided, of the amounts advanced for such machine, and due and timely written notice thereof and opportunity to remedy the defects therein [fol. 20544] shall have been given by said Licensee to said Licensor, the amount of such advances remaining unpaid shall be credited upon the advances to be made by said Licensee upon or for a machine ordered to replace such worthless machine. But the provisions of this paragraph shall not apply to any molds or to linings of basins.

33. (Successors and Assigns.) All the covenants, agreements, conditions and provisions of this Indenture shall

inure to the benefit of, and the binding upon, the successors and lawful assigns and licensees of the several parties hereto, respectively, and upon all others lawfully deriving rights or authorities from, through or under any of them; subject, nevertheless, to all conditions and restrictions herein specified.

34. (Exportation of Bottles.) This Indenture shall not be construed to prevent said Licensee from selling its product outside the United States of America, but no sales shall be made in any foreign country or jurisdiction, in which, by the laws thereof, such sales may invalidate or impair the legal effect of any Letters Patent of such country or jurisdiction, now or hereafter issued to, or acquired by, said Owner or Licensor, or any application now pending, or hereafter made, by or at the instance, or for the benefit of, [fol. 20545] or acquired by, either of them, notwithstanding said Owner or Licensor may have parted with its interest therein, either in whole or in part.

35. (License Exclusive.) Said Licensor will not authorize the use, in or about the manufacture, within the United States of America, of any of the kinds of bottles for the manufacture of which this license is granted, of any of the inventions in respect of which a license is hereby granted, or undertaken, intended or agreed to be granted, and will not, for such use, sell or dispose of any machine, appliance, device or mechanism embodying or containing any of such inventions, except as to said Licensee and to those deriving from said Licensee authority to use the same. And said Licensee will not use or authorize the use of any such inventions, or of any machine appliance, device or mechanism embodying or containing any of such inventions, except for use in the manufacture, by the aid of machines furnished by said Licensor of such kinds of bottles.

36. (Assent of Owner.) Said Owner assents to the terms of this Indenture, and confirms the license hereby made, thereby making the rights of said Licensee hereunder independent of any and all conditions not imposed by, or specified in, this instrument.

[fol. 20546] 37. (Further Assurances.) Each party hereto will and its and their successors and assigns shall, upon reasonable request of the other parties hereto, their successors or assigns, or either of them, from time to time

execute and deliver to it or them all such further grants, licenses and written agreements as may be necessary or proper to effectuate the grants hereby made or contracted to be made, or for more conveniently evidencing the same.

In Testimony Whereof, said Owens Bottle-Machine Company has caused its corporate name and seal to be hereunto signed and affixed by Edward D. Libbey, its President, and to be attested by Frederick L. Geddes, its Secretary, said The Toledo Glass Company has caused its corporate name and seal to be hereunto signed and affixed by John Cummings, its President, and to be attested by Frank D. Suydam, Jr., its Secretary, and said The Ohio Bottle Company has caused its corporate name and seal to be hereunto signed and affixed by Edward H. Everett, its President, and to be attested by Frank E. Fitzgibbon, its Secretary.

Owens Bottle-Machine Company by E. D. Libbey, President. Attest: Frederick L. Geddes, Secretary. (Seal.)

The Toledo Glass Company by John Cummings, President. Attest: F. D. Suydam, Jr., Secretary. (Seal.)

[fol. 20547] The Ohio Bottle Company by Edward H. Everett, President. Attest: Frank E. Fitzgibbon, Secretary. (Seal.)

[fol. 20548] Defendants' Exhibit No. O 5996

License Agreement

Indenture made this first day of November, 1904, by and between Owens Bottle-Machine Company, a corporation duly organized under the laws of the State of New Jersey, and having its principal office at Jersey City, in said State, hereinafter termed Licensor, The Toledo Glass Company, a corporation organized and existing under the laws of the State of Ohio, and having its principal office at Toledo, in said State, hereinafter termed Owner, and The Northwestern Ohio Bottle Company, a corporation duly organized under the laws of said State of Ohio, and having its principal office at Toledo, aforesaid, hereinafter termed Licensee:

Whereas said Owner is the owner of the following United States Letters Patent:

	Issued to	Number	Dated	For improvement In
1.	Herman Hilde	567,236	Sept. 8, 1896	Means for Working Glass.
2.	Toledo Glass Co.	744,006	Nov. 10, 1903	Apparatus for the Manufacture of Glassware.
3.	"	744,007	"	Manufacture of Glassware.
4.	"	744,008	"	Apparatus for Making Hollow Glass Articles.
5.	"	744,009	"	Apparatus for Making Glassware.
6.	"	744,010	"	Machine for Making Glassware.
7.	"	759,742	May 10, 1904	Method of Blowing Glass.

and also of the following Applications for Letters Patent [fol. 20549] of the United States, and of any Letters Patent that may issue thereon, to-wit:

	Inventor	Serial No.	Date of Filing	For Improvement In
1.	M. J. Owens	152,388	April 13, 1903	Glass Shaping Machine.
2.	Wm. Emil Bock	40,006	Dec. 15, 1900	Machine for forming parisons for glass-blowing.
3.	John J. Power	12,279	April 10, 1900	Apparatus for manufacture of Glassware.
4.	"	12,278	"	Apparatus for manufacture of Glassware.
5.	"	12,280	"	Manufacture of Glassware.
6.	"	49,429	Mar. 1, 1901	Manufacture of Glassware.
7.	M. J. Owens	186,257	Dec. 22, 1903	Rotary Tank.
8.	"	186,258	"	Machine for filling lehrs.
9.	"	192,692	Feb. 8, 1904	Lehr.
10.	"	197,542	Mar. 10, 1904	Method of forming interiorly grooved bottle necks.
11.	Wm. Emil Bock	188,582	Jan. 11, 1904	Machine for making glass articles.
12.	"	189,572	Jan. 18, 1904	Machine for making hollow glass articles.
13.	Geo. W. Graves and Jas. Whittemore	184,194	Dec. 7, 1903	Glass gathering and shaping machine.
14.	"	198,692	Mar. 17, 1904	Machine for making hollow glass articles.

and expects to make, or cause to be made, applications for, and to obtain Letters Patent upon and for other inventions relating to manufacturing bottles from glass; and

[fol. 20550] Whereas said Owner did, on the sixteenth day of October, 1903, grant to said Licensor the sole and exclusive right and license to practice the inventions set forth in, and to make and use the machines and processes covered by, the said Letters Patent and any and all patents which may result from the said applications for patents, for and during the respective terms for which said patents are, or may be granted, in and throughout the United States of America, but not elsewhere, but only for use in the manufacture of glass bottles and jars and parts therefor, together with the right to grant to others sub-licenses, and

also a similar license under, and for the full term of any and all other Letters Patent of the United States for or relating to blowing methods, glassblowing machinery and the preparation of glass therefor, which during the seventeen years next following the date of said grant, said owner may acquire or become entitled to, in so far as such patents relate to, or are applicable to, and only for use in, the manufacture of glass bottles or jars or parts therefor; and

Whereas said Licensor is about to engage in manufacturing or causing to be manufactured, machines and devices operating according to or embodying said inventions, or some of them; and

Whereas said Licensee desires to acquire the exclusive [fol. 20551] right to use bottle-making machines and tanks therefor, manufactured or controlled by said Licensor and operating according to or embodying said inventions, or some of them, for the purpose of making the bottles, hereafter specified, and for no other purpose or use, and desires also to obtain the necessary machines, molds and glass tanks to enable said Licensee to employ said inventions or some of them, for the purpose of manufacturing such bottles, and, so long as it shall fully do, perform and observe all covenants, agreements and conditions on its part to be done and performed, to remain secure in the enjoyment of such rights, independently of any failure or default on the part of said Licensor or of others claiming through said Licensor;

Now, Therefore, it is hereby covenanted and agreed by and between the parties hereto as follows:

1. (License.) Said Licensor, in consideration of one dollar to it paid by said Licensee, the receipt whereof is hereby acknowledged, and of, and upon condition of, the faithful performance of and fulfillment of all the covenants, agreements and conditions herein contained, on the part of said Licensee to be done, performed and observed, hereby grants to said Licensee, subject to all the terms and conditions of this Indenture, the sole and exclusive right to use, for the purpose of manufacturing in and throughout the United States of America, and not elsewhere, the following mentioned kinds of bottles, not exceeding thirty-two ounces in weight or capacity nor fifteen inches in height, [fol. 20552] viz: wine bottles, whiskey bottles, (brandy

bottles,) liquor bottles, grapejuice bottles, Peruna bottles, Liquozone bottles and (Hostetter's) Bitters bottles, but not including flasks, and no other kinds of bottles, and not for any other purpose, bottle-making machines manufactured by said Licensor, and molds and tanks therefor, containing the hereinbefore mentioned inventions or any of them.

2. (*First Machines.*) As soon as it shall be able to make and complete the same, said Licensor will manufacture and deliver, or cause to be manufactured and delivered, to said Licensee, two bottle-making machines adapted to manufacture, automatically, such of the hereinbefore specified bottles of not exceeding thirty-two ounces in either capacity or weight of the kinds in present use as may be designated by said Licensee, together with one complete set of molds, for each machine, and also, to be used only with such machines, one revolving basin to receive glass from the melting tank and deliver it to such machines, together with the mechanism and connections for rotating such basins, and will install the same. And said Licensee will pay said Licensor upon its call therefor, the sum of three thousand dollars ($3000),—fifteen hundred dollars ($1500) thereof being applied on the cost of each machine and of the molds therefor,—and the remainder of two-thirds of the amount which each of said machines, with the molds [fol. 20553] therefor, and said basins with the mechanism and connections therefor, shall cost said Licensor, upon the completion thereof ready for shipment, and the remainder of such cost of each machine with the molds therefor and said basins, with the mechanism and connections therefor, including cost of installation, within thirty days after receiving from said Licensor notice that such machine with the basin therefor is installed and in working order, or, if said Licensee shall not then be ready to have the same installed, notice that the same has been duly delivered and tested and is ready for use.

3. (*Option for Termination of License.*) Should the bottles from said two machines prove unmerchantable in the general market, because of defects other than the quality of the glass or the improper annealing or handling thereof, said Licensee may at any time within ninety days after the date that such machines begin to make bottles, terminate this license by giving to said Licensor written notice of such termination and returning all the machines,

basins and mechanism theretofore delivered to it by said Licensor, and said Licensor will, on request, refund all moneys paid by said Licensee to said Licensor, on account of such machines. And should the machines delivered by said Licensor to said Licensee, when properly operated and supplied with proper glass, fail to make any seam mold bottles of the kinds in this Indenture specified, of not exceeding thirty-two ounces in either capacity or weight, of the kinds now in common use in the United States, said Licensee may at any time terminate this License in like manner and with like effect.

4. (*Additional Machines.*) Said Licensor will from time to time manufacture and deliver, or cause to be manufactured and delivered, to said Licensee, and will install, such additional like machines (each with one set of molds) and such additional like basins with mechanism and connections as aforesaid, all for the uses hereinbefore specified, as said Licensee shall order, and said Licensee will pay to said Licensor the amount which the same, including installation, shall cost said Licensor, one-third of said cost, as the same may be estimated by said Licensor, at the time of giving, and as a part of, the order for each machine or basin, one-third upon the completion thereof, ready for shipment, and the remainder within thirty days after receiving from said Licensor notice that the same is installed and in working order, or, in case of any machine which said Licensee shall not then be ready to have installed, notice that such machine has been duly delivered and tested and is ready for use; provided that except for renewals as needed, said Licensor shall not be required to furnish, at cost, or without a reasonable profit, more than one such basin for each machine. All such machines and basins ordered by said Licensee shall be furnished by said Licensor, as promptly as said Licensor, under reasonable business conditions, and with the facilities at its disposal, [fol. 20555] can accomplish the same.

5. (*Preparation for Location of Machines and Initial Operation.*) Said Licensee will furnish and prepare, to the approval of said Licensor, all things necessary and proper for the location of each machine, basin, mechanism and connections hereby contracted or hereafter ordered, for the operation thereof to the best advantage, and for supplying proper molten glass to such machine, and will also

furnish and provide proper power, motors, blowers, connections, accessories, apparatus and facilities for the operation thereof, and for caring for and completing the product thereof, and will have the same ready for use in connection with such machine and basin at the time the same is ready for delivery. Said Licensor will from time to time upon the reasonable request and at the expense of said Licensee, furnish all necessary plans and drawings therefor and for the adaptation of any factory thereto; provided that plans and drawings for the installation of any machines or basin shall be deemed a part of the cost thereof. Said Licensor will keep each machine in working order for such period not exceeding thirty days from starting the same in operation, as may be desired by said Licensee, and the expense thereof shall be deemed a part of the cost of the machine. And if the installation, delivery, or demonstration of the operation of any machine or basin shall because said Licensee is not ready to have the same installed or operated, [fol. 20556] or does not give said Licensor reasonable notice of such readiness, be delayed for thirty days after said Licensor shall have notified said Licensee that the same is ready for delivery, then the entire unpaid amount of such cost of such machine or basin shall be immediately due and payable to said Licensor. All machines, basins, mechanism and connections shall be and remain the property of said Licensor, and shall be returned to it at once upon the termination of the License herein granted.

6. (*Notice and Defense of Infringements.*) Said Licensor will defend, and indemnify said Licensee against all suits for infringement because of the use of its machines in the manufacture of the hereinbefore specified bottles. And said Licensee will immediately give notice to said Licensor of any and all claims and suits for infringement because of the use of said machines, which may be made or brought against said Licensee or against any officer, employee or other person or corporation acting under authority or permission derived from it, and will permit said Licensor to assume and conduct the defense of such suits.

7. (*Notice and Prosecution of Infringements.*) Said Licensee will immediately notify said Licensor of any and all infringements of any letters patent under which a license hereby is, or, pursuant to the provisions hereof,

shall be, granted, which shall come to its knowledge. And upon reasonable notice thereof by said Licensee, said Licensor will, at its own cost and expense, prosecute any [fol. 20557] and all such infringements; provided that it shall not be required to prosecute infringements of any patents, the use and practice of inventions covered by which are not essential to the use and operation of its blowing-machines or do not enable others effectively to compete with said Licensee in mechanically blowing bottles.

8. *(Term.)* The license under the inventions herein given shall be, as long as all the covenants, agreements and conditions in this indenture contained, on the part of said Licensee to be done and performed, shall be faithfully performed, fulfilled and observed, for the full term of the patents issued and to be issued, unless sooner terminated by mutual agreement of the parties or by the failure of the Licensee to carry out the terms of this agreement.

9. *(Validity of Patents Acknowledged.)* Said Licensee hereby acknowledges the validity of the issued and to be issued patents included in this instrument, during the full term thereof, and accepts the license under the inventions and patents, and the lease of the machines, and will accept said machines and advance the cost thereof, as hereinbefore provided, and will diligently prosecute, conduct and push the business, and make and sell as large a proportion of the hereinbefore specified bottles made in the United States as possible.

10. *(Royalties.)* Said Licensee will pay to said Licensor at said Licensor's office in Toledo, Ohio, royalties or license fees for all the bottles manufactured (by said Licensee and [fol. 20558] by all others) under the license hereby granted or any other license which may, at any time hereafter, be granted by said Licensor to said Licensee or its assigns as follows: (1) If the aggregate production of such bottles during any year, beginning the first day of September, shall not exceed one hundred and twenty-five thousand gross, sixty cents a gross, less a deduction of ten per centum for imperfect product, poor glass, breakage and accidents, making fifty-four cents net per gross, machine count; (2) if the aggregate production of such bottles during any such year shall be between one hundred and twenty-five and

two hundred and fifty thousand gross, fifty-one cents net per gross machine count; and (3) if the aggregate production of such bottles during any such year shall exceed two hundred and fifty thousand gross, fifty cents net per gross, machine count. Such royalties shall be paid quarterly on the tenth day of each December, March, June and September, for the product of the quarter ending with the last preceding calendar month. The amount per gross of the first three quarterly payments for any such year shall be fixed upon the assumption that the product for the remainder of such year will be ratably the same as for the part of such year then past. In the final quarterly payment for any such year, any errors resulting from such assumption shall be rectified. From each such payment, however, shall be deducted and retained by said Licensee one-fortieth of the [fol. 20559] amount of each advancement made by said Licensee, as hereinbefore provided, for, or on account of, cost of machines, basins and installations, until the whole of such advancement shall have been repaid; to the end that, until fully repaid, one-tenth of the amount of each such advance may, without interest, be repaid to said Licensee, annually, out of the royalties or license fees; provided that if any installment of royalties shall be insufficient to repay one-fortieth of the aggregate amount of all such unrepaid advancements, subsequent installments of royalties as the same shall mature, shall be applied thereto until fully paid, but said Licensor shall not be required to repay the same in any other manner.

11. *(Computation of Royalties.)* Such royalties or license fees shall be computed and paid upon not less than the number of bottles blown upon or by the machines. The product of any machine which shall have been equipped by said Licensor with a device or apparatus accurately registering the turns thereof, shall, for the purpose of computing such royalty, be conclusively determined by the number of turns, and such royalty shall be computed therefrom. Such registering device shall be deemed a part of such machine, and shall be carefully guarded and preserved by said Licensee, who shall, by telegraph, immediately notify said Licensor of any and all accidents thereto and of any and all failures thereof to register accurately, and shall, until the same be corrected, keep an accurate record of the time such machine shall be in use and of the number of

[fol. 20560] bottles produced thereon and shall transmit such record or a copy thereof, to said Licensor whenever requested.

12. (*Minimum Royalties.*) Said Licensee agrees that the net annual royalties or License fees upon all such bottle-machines furnished to it by said Licensor shall amount to not less than three thousand dollars per machine, and that the quarterly installment of the royalties or license fees payable on the tenth day of September in any year shall not be less than the sum sufficient to make the aggregate payments of such royalties or license fees for the year ending with the preceding month three thousand dollars per machine for all reserve machines delivered, and for all other machines installed, prior to the beginning of such year, together with a pro rata amount per machine for all reserve machines delivered, and for all other machines installed, during such year; provided that if by fire or other casualty, occurring without fault of said Licensee, and which shall be by said Licensee remedied as promptly as practicable, said Licensee shall be prevented from using any machine for a continuous period of not less than three months from the time at which it shall have given to said Licensor due notice of such casualty, the hereby guaranteed minimum amount of the annual royalty for such machine may be ratably diminished for such period.

13. (*Books and Records.*) Said Licensee will keep proper [fol. 20561] and suitable books, showing accurately and fully the length of time that each machine not equipped with a device or apparatus accurately registering the turns thereof, or the device or apparatus attached to or connected with which shall be out of order or not registering accurately, operates, each day, and the number of bottles produced thereon. All such books of account and all records of, and computations respecting products of machines shall at all times be open to the inspection of any officer or authorized agent of said Licensor, who shall also, at all reasonable times, have free access to any factory in which any such machine is used.

14. (*Quarterly Statements.*) Said Licensee will render to the Licensor, at Toledo, Ohio, on or before the tenth day of each December, March, June and September, a statement or statements, under oath, of the number of all bottles

manufactured by it and by all persons and corporations claiming under it, during the quarter ending with the preceding calendar month, and will, at the same time, pay the royalty or license fee hereinbefore provided.

15. (*Sublicenses.*) Said Licensee may, at any time or times, grant sub-licenses hereunder; provided that any and all machines, basins and other things furnished by said Licensor or operated under or by virtue of the license hereby granted, whether by said Licensee or by any person or corporation deriving authority from, through or [fol. 20562] under it, shall, for the purposes, and within the meaning of this indenture, (except of paragraph numbered twenty-five herein,) be deemed to be operated by said Licensee. And said Licensee shall immediately give to said Licensor written notice of each and every change in the location of any machine or basin.

16. (*Use of Other Machines Prohibited.*) Without the consent thereto, in writing, of said Licensor, said Licensee will not, during the term of the license hereby granted, make any of the hereinbefore specified bottles by the aid of any machine other than the machines furnished them by said Licensor under this license.

17. (*Alteration of Machines.*) Without the consent thereto, in writing, of said Licensor, said Licensee will not, during the term of the license hereby granted, add to nor subtract from any of the said machines or basins any mechanism whatever, now or hereafter organized or connected therewith by said Licensor, nor make nor allow to be made any change or alteration in the same, nor interfere with the proper operation of the said machines or basins or of any mechanism forming a part thereof, or attached thereto, nor remove nor deface any dates, numbers or inscriptions now or hereafter impressed thereon, or affixed thereto, by said Licensor.

18. (*Repairs.*) Said Licensee will immediately notify said Licensor when any repairs of any bottle-making machine, or basin, or mechanism are needed, stating what the same may be, and said Licensor will, immediately after [fol. 20563] receiving such notice, make such repairs as needed, said Licensee hereby agreeing to pay said Licensor the reasonable cost thereof. All new parts or devices employed for this purpose which may be manufactured or

furnished by said Licensor shall be supplied at its regular price and all other material and labor shall be furnished at the actual cost thereof to said Licensor.

19. (*Licensee to Assign Patents.*) All rights, licenses and privileges, including patents and applications therefor, which said Licensee now owns or has the right to acquire, control or possess, or may, at any time hereafter acquire or have the right to acquire, own, control or possess, in and to any and all improvements, inventions and discoveries of, in or pertaining to, machines for blowing glass or for the manufacture of bottles and jars of any and all kinds, and of, in or pertaining to supplying such machines with glass, shall be transferred and belong to and be the absolute property of said Owner. Said Licensee and its assigns will promptly and fully, as it shall learn thereof, disclose to said Owner all such inventions, improvements and discoveries, and said Owner shall have the right to examine, develope and experiment therewith. At the election and expense of said Owner, said Licensee will, from time to time, cause application for patents of the United States and foreign countries to be made therefor and to be assigned to said Owner. And all such inventions and patents [fol. 20564] shall thereupon be included within the terms of this license; provided, that if said Owner shall not within a reasonable time after full disclosure to it concerning any such invention, improvement or discovery, elect to have applications for patents made at its expense, or if after any such application shall have been made it shall abandon the same, then, and in every such case, said Owner shall be deemed to have declined the same, and the same shall belong to said Licensee and its assigns without any claim of said Owner or Licensor thereto.

20. *(Employees of Licensee to Assign Patents.)* Said Licensee will, upon being supplied by said Licensor with proper blanks therefor, use its best efforts to have each and every manager, superintendent, engineer, machinist and mechanic, operating, having charge of, or working upon or about, any such machine or basin, to execute, in consideration of his employment, a contract to the effect that any and all improvements upon or of any of the inventions in respect of which this license is granted, and any and all inventions, improvements and discoveries intended to accomplish, in whole or in part, the same work as any of the

inventions in respect of which this license is granted, which shall be by him, in whole or in part, made or invented, during the period of his employment, shall be the property of said Owner, and shall be promptly submitted to said Owner, which shall have the option to take and own the same, and that upon the election by said Owner, to take and own the same, such person will, at the expense of said [fol. 20565] Owner, make application for United States and foreign patents therefor and assign such applications to said Owner which shall be the absolute Owner thereof. And all such inventions and patents shall thereupon be included within the terms of this license.

21. *(Forfeiture for Non-Performance.)* In case of any neglect or refusal by said Licensee to perform and observe any or all of the covenants, agreements, terms and conditions in this instrument contained, said Licensor may enforce the same by any lawful proceeding, and may also give to said Licensee written notice of any such default, and that unless the same shall, within thirty days thereafter be fully repaired, removed, remedied and made good, all rights of said Licensee and of all others deriving rights through it will thereupon entirely cease and determine; and if said Licensee fails to repair and make good such default or defaults on account of which the notice is given, on or before the expiration of said thirty days, the lease and license hereby granted, and all rights hereunder of said Licensee and of all others deriving rights from it, shall be wholly at an end, and said Licensor shall be released from all its obligations herein contained; but said Licensee shall not thereby be released from liability to pay the rental or royalties at the rate aforesaid, already accrued at the termination of the lease, nor from its acknowledgment and covenant in paragraph numbered Nine hereof as to the [fol. 20566] validity of the patents, nor from any other obligation to said Licensor accrued hereunder.

22. *(Possession of Machine on Termination of License.)* Upon the termination of this lease and license, from any cause whatever, said bottle-making machines and basins shall be released and discharged from the lease and license hereby granted, and neither said Licensee nor any one claiming under it shall have any right whatever thereto, and said Licensor shall have the sole and exclusive posses-

sion thereof, and may, by any of its officers or agents, enter the premises of the said Licensee and of any and all persons having possession of any of such machines or of any part thereof, and take or remove such machines without being deemed guilty of any trespass or tort. Said Licensor may also pursue its remedies at law or in equity against the Licensee or persons in whose possession any bottle-making machines or any part thereof may be found. On a termination of this lease and license, upon either or any of the events or contingencies in this agreement specified, said Licensee shall, except as herein expressly provided, have no claim or right to the repayment by said Licensor, of the whole or any part of the sums which said Licensee may have paid as advances upon or for the machines or as initial rental fee or as royalties, or otherwise, under this instrument, or as consideration for the execution of the same.

[fol. 20567] 23. *(Patents Deemed Valid.)* No letters patent under or in respect to which license hereby is, or is intended or agreed to be, granted, shall be deemed invalid unless or until finally so adjudicated in an action or suit in which said Licensor or Owner shall have been duly made a party or shall have had due and proper opportunity to conduct the prosecution or defense as the case may be, in and by the Court of last resort, to which such action shall be taken by appeal or otherwise.

24. (*Insurance.*) Said Licensee will, at its own expense, keep all the machines and basins which it shall obtain from said Licensor fully insured for the benefit of said Licensor, in insurance companies to be approved by it; provided that any machine for the cost of which the amounts advanced by said Licensee to said Licensor shall not have been fully repaid, as hereinbefore provided, may be kept insured, in any amount not less than the aggregate of the amounts so repaid, for the benefit of both said Licensor and said Licensee as their interests may appear, and such insurance shall, in case of loss, be payable, first, to said Licensor to the extent to which such repayments shall have been made, and the remainder to said Licensee, and said Licensee shall not be entitled to any farther repayment of the amounts advanced by it for the cost of such machine; and provided farther that said Licensee shall not be required to keep insured any machine in any factory which

[fol. 20568] shall have been approved by said Licensor as fire proof, but if it shall not keep such machine insured, said Licensee shall, in case of loss, pay to said Licensor the full amount which shall have been repaid to said Licensee, out of royalties, of the cost advanced for such machine, and shall not be entitled to any farther repayment thereof.

25. *(Inscriptions on Bottles.)* Said Licensor may at any time require that all bottles manufactured under the license hereby granted be stamped with some brief inscription designating the manufacturer thereof.

26. (*Unauthorized Use of Machines.*) If said Licensee shall, knowingly, or if any one deriving rights or authority through it shall, with the knowledge of said Licensee, use any of the machines, or basins, furnished by said Licensor for any other purpose than for the manufacture of the hereinbefore specified bottles, said Licensor may, at its option, cancel this lease and license, and may take possession of all the said machines; and all rights hereunder of said Licensee and of those claiming under it shall thereupon cease, determine and lapse. And said Licensor may proceed against such unlawful use of said machines as an infringement of the patents under which this license is granted.

27. (*First Ninety-Days Operation.*) Said Licensee will immediately after the installation, ready for operation, of said first two machines and accompanying basin or basins, [fol. 20569] begin the manufacture of some of the hereinbefore described bottles and will diligently prosecute such manufacture, and endeavor to make sales of such bottles, to the end that, within ninety days after such machines begin to make bottles, it shall be ascertained whether machine-made bottles will be satisfactory to the trade.

26. (*License Becomes Non-exclusive When*). The license hereby granted shall become non-exclusive if said Licensee shall fail to pay said Licensor, as the same shall become due, or within thirty days after written notice of such failure, royalties or license fees upon not less than the following specified numbers of bottles, to-wit: (1) For the period beginning with the installation and delivery of said first two machines and ending the thirty-first day of August, 1906, fifty thousand gross of bottles; (2) during the year beginning the first day of September, 1906, one

hundred thousand gross; (3) during the year beginning the first day of September, 1907, one hundred and fifty thousand gross; (4) during the year beginning the first day of September, 1908, two hundred thousand gross; and (5) during each and every year thereafter, while the license hereby granted remains in effect, two hundred and fifty thousand gross; the quarterly installment of the royalties or license fees payable on the tenth day of September, in any year, being not less than the amount hereinbefore specified for the above prescribed minimum product for the year ending with the last preceding month, after applying thereon the [fol. 20570] royalties previously paid for such year.

29. (*Forfeiture on Failure to Pay Certain Royalties.*) If, for any period, said Licensee shall fail to pay, as the same shall become due, the full amount of the royalties or license fees upon one-half the minimum product hereinbefore specified for such period, and such failure shall not be remedied within thirty days after written notice thereof by said Licensor to said Licensee, said Licensor may, upon not less than thirty days' written notice (which may be given at the time of giving such notice of default or at any time thereafter) wholly determine the license and lease hereby granted; provided, that any failure on the part of said Licensor to furnish, upon orders therefor given in due and sufficient time, machines, basins and other things to be furnished by it, as herein provided, in sufficient time to enable said Licensee to produce the same, shall effect a ratable reduction of such minimum products specified in this and the last preceding paragraphs for such period; and provided that the provisions of this and the last preceding paragraph shall not be deemed to affect or impair any other remedy or right of said Licensor for or upon any failure of said Licensee to pay, as the same shall mature, the full amount of royalties or license fees upon its product determined as elsewhere herein prescribed; but except as provided in paragraphs twelve (12) and twenty-eight (28) hereof and in this paragraph, said Licensee shall not be liable because of any failure to produce any minimum product in this agreement specified.

[fol. 20571] 30. (*Royalties on Termination of License.*) Upon a determination of the license hereby granted, said Licensee shall be liable to said Licensor, for royalties here-

under, to the extent only of royalties owing upon bottles produced up to the time of such termination.

31. (*Molds.*) Said Licensor reserves the rights to make and to cause to be made any and all molds for said machines. With each machine said Licensor will furnish one set of molds therefor, as designated by said Licensee, the cost of which shall be deemed a part of the cost of the machine to be advanced by said Licensee and subsequently repaid to it in instalments out of royalties as hereinbefore provided. Other molds will be furnished by said Licensor at reasonable prices, but said Licensee shall not be entitled to repayment therefor. No molds furnished by said Licensor shall be used otherwise than upon or in connection with said machines.

32. (*Refund on Worthless Machines.*) If any machine which shall have been properly and carefully operated and cared for shall, because of ordinary wear and tear, become worthless or unable to make bottles, prior to the full repayment, out of royalties, as herein provided, of the amounts advanced for such machine, and due and timely written notice thereof and opportunity to remedy the defects therein shall have been given by said Licensee to said Licensor, the amount of such advances remaining unpaid shall be credited upon the advances to be made by said Licensee upon or for a machine ordered to replace such worthless machine. But the provisions of this paragraph shall not [fol. 20572] apply to any molds or to linings of basins.

33. (*Successors and Assigns.*) All the covenants, agreements, conditions and provisions of this Indenture shall inure to the benefit of, and be binding upon, the successors and lawful assigns and licensees of the several parties hereto, respectively, and upon all others lawfully deriving rights or authorities from, through or under any of them; subject, nevertheless, to all conditions and restrictions herein specified.

34. (*Exportation of Bottles.*) This Indenture shall not be con-trued to prevent said Licensee from selling its product outside the United States of America, but no sales shall be made in any foreign country or jurisdiction, in which, by the laws thereof, such sales may invalidate or impair the legal affect of any Letters Patent of such country or jurisdiction, now or hereafter issued to, or acquired by, said

Owner or Licensor, or any application now pending, or hereafter made, by or at the instance, or for the benefit of, or acquired by either of them, notwithstanding said Owner or Licensor may have parted with its interest therein, either in whole or in part.

35. (*License Exclusive.*) Said Licensor will not authorize the use, in or about the manufacture, within the United States of America, of any of the kinds of bottles for the manufacture of which this license is granted, of any of the inventions, in respect of which a license is hereby granted, [fol. 20573] or undertaken, intended or agreed to be granted, and will not, for such use, sell or dispose of any machine, appliance, device or mechanism embodying or containing any of such inventions, except to said Licensee and to those deriving from said Licensee authority to use the same. And said Licensee will not use or authorize the use of any such inventions, or of any machine, appliance, device or mechanism embodying or containing any of such inventions, except for use in the manufacture, by the aid of machines furnished by said Licensor of such kinds of bottles.

36. (*Assent of Owner.*) Said Owner assents to the terms of this Indenture, and confirms the license hereby made, thereby making the rights of said Licensee hereunder independent of any and all conditions not imposed by, or specified in, this instrument.

37. (*Further Assurances.*) Each party hereto will and its and their successors and assigns shall, upon reasonable request of the other parties hereto, their successors or assigns, or either of them, from time to time execute and deliver to it or them all such further grants, licenses and written agreements as may be necessary or proper to effectuate the grants hereby made or contracted to be made, or for more conveniently evidencing the same.

In Testimony Whereof, said Owens Bottle-Machine Company has caused its corporate name and seal to be hereunto signed and affixed by Edward D. Libbey, its President, and [fol. 20574] to be attested by Frederick L. Geddes, its Secretary, said The Toledo Glass Company has caused its corporate name and seal to be hereunto signed and affixed by John Cummings, its President, and to be attested by Frank D. Suydam, Jr., its Secretary, and said The Northwestern

Ohio Bottle Company has caused its corporate name and seal to be hereunto signed and affixed by Lloyd T. Williams, its President, and to be attested by Leigh W. Storey, its Secretary.

Owens Bottle-Machine Company, by E. D. Libbey, President. (Seal.)

Attest: Frederick L. Geddes, Secretary.

The Toledo Glass Company, by John Cummings, President. (Seal.)

Attest: F. D. Suydam, Jr., Secretary.

The Northwestern Ohio Bottle Company, by Lloyd T. Williams, President. (Seal.)

Attest: L. W. Storey, Secretary.

[fol. 20575] DEFENDANTS' EXHIBIT No. O 5997

License Agreement between The Owens Bottle-Machine Company, (Licensor,) The Toledo Glass Company, (Owner,) and Louis Hollweg, (Licensee)

Indenture made this second day of January, 1909, by and between The Owens Bottle-Machine Company, a corporation duly organized under the laws of the State of Ohio, and having its principal office at Toledo, in said State, hereinafter termed Licensor, The Toledo Glass Company, a corporation organized and existing under the laws of the State of Ohio, and having its principal offce at Toledo, in said State, hereinafter termed Owner, and Louis Hollweg, of Indianapolis, Indiana, doing business in the name of the Greenfield Fruit Jar and Bottle Company, hereinafter termed Licensee.

Whereas said Owner is the owner of the following United States Letters Patent:

Inventor	Number	Dated	Invention
Julius Proeger	744,006	Nov. 10, 1903	Apparatus for manufacture of glassware.
"	744,007	"	Manufacture of glassware.
"	744,008	"	Apparatus for making hollow glass articles.
M. J. Owens	759,742	May 10, 1904	Method of Blowing Glass.
[fol. 20576]			
M. J. Owens	766,768	Aug. 2, 1904	Glass shaping machine.
"	774,690	Nov. 8, 1904	Glass melting and shaping device.
Wm. E. Bock	854,793	May 28, 1907	Fire-Polishing Machine.
M. J. Owens	854,836	May 28, 1907	Fire-Glazing Machine.
Wm. E. Bock	870,664	Nov. 2, 1907	Machine for Gathering and Shaping Glass.

and also of sundry pending applications for Letters Patent of the United States for inventions pertaining to the manufacture of glass and glassware and expects to make, or cause to be made, applications for, and to obtain, Letters Patent of the United States for other inventions pertaining to such manufacture; and

Whereas said Owner did, on the sixteenth day of October, 1903, grant to said Licensor the sole and exclusive right and license to practice the inventions set forth in, and to make and use the machines and processes covered by, the said Letters Patent and any and all patents which may result from the said applications for patents, for and during the respective terms for which said patents are, or may be granted, in and throughout the United States of America, but not elsewhere, but only for use in the manufacture of glass bottles and jars and parts therefor, together with the right to grant to others sub-licenses, and also a similar license under, and for the full term of, any and all other Letters Patent of the United States for or relating to blowing methods, glass-blowing machinery and the preparation of glass therefor, which, during the seventeen years next following the date of said grant, said owner may acquire [fol. 20577] or become entitled to, in so far as such patents relate to, or are applicable to, and only for use in, the manufacture of glass bottles or jars or parts therefor; and

Whereas said Licensor is engaged in manufacturing and causing to be manufactured, machines and devices operating according to or embodying said inventions, or some of them; and

Whereas said Licensee desires to acquire a right to use bottle-making machines and fire-finishers therefor, owned by said Licensor and operating according to or embodying said inventions, or some of them, for the purpose of making the jars hereinafter specified and for no other purpose or use, and desires also to obtain the necessary molds and glass tanks to enable said Licensee to employ said inventions or some of them, for the purpose of manufacturing such jars, and, so long as he shall fully do, perform and observe all covenants, agreements and conditions in this instrument contained, on his part to be done and performed, to remain secure in the enjoyment of such rights, independently of any failure or default on the part of said Licensor or of others claiming through said Licensor;

Now, Therefore, it is hereby covenanted and agreed by and between the parties hereto as follows:

1. License. Said Licensor, in consideration of One Dollar to it paid by said Licensee, the receipt whereof, is [fol. 20578] hereby acknowledged, and of, and upon condition of, the faithful performance and fulfillment of all the covenants, agreements and conditions in this indenture contained, on the part of said Licensee to be done, performed and observed, hereby grants to said Licensee, subject to all the terms and conditions of this indenture, a right to use bottle-making machines and fire-finishers owned by said Licensor, and molds and tanks, to be used only with, and for supplying glass to, such machines, containing the hereinbefore mentioned inventions or any of them, but only for the purpose of manufacturing, in and throughout the United States of America and not elsewhere, no more than three hundred thousand gross during any one year, beginning the first day of September, of Mason fruit-jars, Lightning fruit-jars and other sealing jars used in preserving fruits for domestic purposes, the opening in which shall not be less than two and one-eighth inches in diameter, and only for sale within the United States of America; and not for manufacturing any greater quantity, nor any other kinds of jars, nor any bottles, whether wide-mouthed or otherwise, nor any other thing whatsoever.

2. Term. So long as all the covenants, agreements and conditions in this indenture contained, on the part of said Licensee to be performed, fulfilled and observed, shall be faithfully performed, fulfilled and observed, the license hereby granted shall be and remain in full force and effect for the full term of the patents issued and to be issued.

3. Supplying Machines. Said Licensor will supply said [fol. 20579] Licensee with such bottle-making machines having an aggregate annual capacity of three hundred thousand gross of such jars, and with each machine, if specified in said Licensor's order therefor, one fire-finisher, and will deliver the same on cars at Toledo. Said Licensor will immediately begin to prepare three of such machines. All others shall be ready for delivery as soon after receipt of orders therefor as said Licensor shall be able to manufacture the same.

4. Mechanism for Tanks. With each bottle-making machine, said Licensor will, at the cost and expense of said Licensee, furnish to said Licensee, on cars at Toledo, mechanism and iron-work (but not buck-stays, brick or clay) for one revolving tank, and such molds for the manufacture of such of the hereinbefore described jars as may be manufactured by or with the aid of such machine, as said Licensee shall have ordered sufficiently in advance to enable said Licensor to make the same; such molds, mechanism and iron work to be used only with Owens bottle-making machines; such mechanism and iron work to be ready as soon as the plant of said Licensee shall be ready to receive the same, and such molds to be ready for shipment with said machines.

5. Ownership. All machines, fire-finishers, tanks, mechanism and connections, including repair and renewal parts, and all molds supplied by said Licensor shall be and remain the property of said Licensor and shall be returned to it by said Licensee, immediately upon the termination of the license hereby granted; the amounts to be paid by said Licensee to said Licensor for tanks, mechanism, connec- [fol. 20580] tions, renewals, repairs and molds being a part of the royalties and compensation for the license hereby granted and for the use of the machines and fire-finishers.

6. Insurance. Said Licensee will, at his own expense, as a part of the compensation for the use thereof, keep all machines which he shall obtain from said Licensor fully insured for the benefit of said Licensor, in insurance companies to be approved by it; provided that said Licensee shall not be required to keep insured any machine in any factory which shall have been approved by said Licensor as fire proof, but if he shall not keep any such machine insured, said Licensee shall, in case of loss, pay to said Licensor the full amount of the loss and damage thereto.

7. Installation. Said Licensee will install, and begin the operation of, on or before the first day of June, 1909, three of such bottle-making machines, and on or before the first day of January, 1910, one additional such machine, and on or before the first day of January, 1911, so many additional such machines as shall be sufficient to enable him to manufacture, by or with the aid of such machines, three hundred thousand gross of the hereinbefore specified jars, annually.

8. Acknowledgment of Patents and Acceptance and Operation of Machines. Said Licensee hereby acknowledges the validity of the issued and to be issued patents included and undertaken to be included in this instrument, during the full term of each thereof, and accepts the license under the inventions and patents, and the lease of the machines and will accept said machines, and from and after the installation of each machine will diligently operate the same as nearly as practicable to its full capacity during the entire term of the license hereby granted.

[fol. 20581] 9. Adaptation of Plant. Said Licensor will, upon the request and at the expense of said Licensee, furnish said Licensee, as promptly as practicable, all desired information respecting the adaptation of his plant at Greenfield, Indiana, for the installation and use of such machines and revolving tanks and of machinery, equipment and other things necessary for the operation of such machines and tanks.

10. Preparation of Factory. Said Licensee will furnish and prepare, to the approval of said Licensor, all things necessary and proper for the location of each such machine, fire-finisher, tank, mechanism and connections, for the operation thereof to the best advantage, and for supplying proper molten glass to such machine, and will also furnish and provide proper power, motors, blowers, connections, accessories, apparatus and facilities for the operation thereof, and for caring for and completing the product thereof, and will have the same ready for use in connection with such machine and tank at the time the same is ready for delivery. Said Licensor will from time to time upon the reasonable request and at the expense of said Licensee, furnish all necessary plans and drawings therefor and for the adaptation of any factory thereto.

11. Overseeing Installation and Initial Operation. Said Licensor will oversee the installation of all such machines and will for not less than thirty days superintend their operation, furnishing for that purpose two men (for day and night operations, respectively,) all at the expense of said Licensee.

[fol. 20582] 12. Care of Machines etc. Said Licensee will keep and use said machines, fire-finishers, tanks, mechanism

and other things, in a careful, safe, prudent and proper manner, will keep the same in good order and condition, and, without the consent thereto, in writing, of said Licensor, will not add to nor substract from any thereof, any mechanism whatever, now or hereafter organized or connected therewith, by said Licensor, nor make nor allow to be made any change or alteration in the same, nor interfere with the proper operation thereof, or of any mechanism forming a part thereof, or attached thereto, nor remove nor deface any dates, numbers or inscriptions now or hereafter impressed thereon, or affixed thereto, by said Licensor.

13. Repairs and Renewals. Said Licensee will immediately notify said Licensor when any repairs or renewals of any bottle-making machine, fire-finisher or tank, or mechanism are needed, stating what the same may be, and said Licensor will, immediately after receiving such notice, furnish or make such repairs as needed, said Licensee hereby agreeing to pay said Licensor the reasonable cost thereof. For the period of one year after its delivery, inherent defects in any bottle-making machine will be remedied by said Licensor without charge to said Licensee.

14. Validity of Patents. No letters patent under or in respect of which a license hereby is, or is intended or agreed to be, granted, shall be deemed invalid unless or until finally so adjudicated in an action or suit to which said Licensor or Owner shall have been duly made a party [fol. 20583] or shall have had due and proper opportunity to conduct the prosecution or defense of which as the case may be, in the trial Court and in the Court of last resort to which such action shall be taken by appeal or otherwise.

15. Claims of Infringements. Said Licensee will immediately give written notice to said Licensor of any and all claims and suits for infringement because of the use of said machines, tanks, fire-finishers or other things, which may be made or brought against said Licensee or against any officer, employe or other person or corporation acting under authority or permission derived from him, and will permit said Licensor to assume and conduct the defense of such suits.

16. Infringements. Said Licensee will immediately notify said Licensor of any and all infringements of any letters

patent under which a license hereby is, or, pursuant to the provisions hereof, shall be, granted, which shall come to his knowledge. And upon reasonable notice thereof by said Licensee, said Licensor will, at its own cost and expense, prosecute any and all such such infringements; provided that it shall not be required to prosecute infringements of any patents, the use and practice of inventions covered by which are not essential to the use and operation of its bottle-making machines or do not enable others effectively to compete with said Licensee in mechanically blowing the hereinbefore specified jars.

17. Limitation of Use. Said Licensee will not use, or authorize or permit the use of, any of said machines, fire-[fol. 20584] finishers or tanks, or of any appliance, device or mechanism, embodying any of the inventions specified in any Letters Patent or Applications for Letters Patent whereof said Owners or said Licensor now is or shall hereafter become the owner, or the rights to use or employ the improvements, inventions or devices specified in which they or either of them have acquired or hereafter shall acquire, except for use in the manufacture, by the aid of machines furnished by said Licensor, of the kinds of jars hereinbefore specified, nor for the manufacture of more than three hundred thousand gross of such jars in any one year beginning the first day of September.

18. Licensee's Inventions. Said Licensee and his assigns will promptly and fully, as it shall learn thereof, disclose to said Owner all inventions, improvements and discoveries of or upon or in the use or operation of said machines, tanks, equipment and other things herein provided to be, or which shall, at any time, be, by said Licensor furnished to said Licensee, and said Owner shall have the right to examine, develop and experiment therewith. At the election and expense of said Owner, said Licensee will, from time to time, cause applications for patents of the United States and foreign countries to be made therefor and to be assigned to said Owner. And all such inventions and patents shall thereupon be included within the terms of this license; provided, that if said Owner shall not, within a reasonable time after full disclosure to it concerning any such invention, improvement or discovery, elect to have applications for patents made at its expense, or if after

[fol. 20585] any such application shall have been made it shall abandon the same, then, and in every such case, said Owner shall be deemed to have declined the same, and the same shall belong to said Licensee and his assigns without any claim of said Owner or Licensor thereto.

19. Stamping Jars. Said Licensor may at any time require that all jars manufactured under the license hereby granted be stamped with some brief inscription designating the manufacturer thereof.

20. Royalties. Said Licensee will pay to said Licensor, at said Licensor's office in Toledo, Ohio, as royalties or license fees (in addition to the amounts to be paid, as hereinbefore provided, for tanks, mechanism, connections, molds, renewals, repairs and insurance,) ten cents per gross, machine count, for all jars manufactured under the license hereby granted or any other license which may hereafter be granted by said Licensor to said Licensee or his assigns. Such royalties shall be paid quarterly on the tenth day of each December, March, June and September for the entire product of the quarter ending with the last preceding calendar month.

21. Computation of Royalties. Such royalties or license fees shall be computed and paid upon not less than the number of jars blown upon or by the machines. The product of any machine which shall have been equipped by said Licensor with a device or apparatus accurately registering the revolutions of the arms thereof, shall, for the purpose of computing such royalty, be conclusively determined, while such device or apparatus remains operative and in good [fol. 20586] order, by the number of such revolutions, and such royalty shall be computed therefrom. Such registering device shall be deemed a part of such machine, and shall be carefully guarded and preserved by said Licensee, who shall, by telegraph, immediately notify said Licensor of any and all accidents thereto and of any and all failures thereof to register accurately.

22. Minimum Royalties. During the entire term of the license hereby granted, the annual royalties or license fees (exclusive of amounts paid for tanks, mechanism, connections, molds, renewals, repairs and insurance,) for all bottle-making machines furnished by said Licensor to said Licensee, shall amount to not less than twenty-five hundred

dollars per machine; and from and after the first day of January, nineteen hundred and eleven, said Licensee will pay said Licensor such royalties amounting to not less than said minimum annual amount per machine, upon not less than the number of machines required to produce, annually, three hundred thousand gross of the hereinbefore specified jars, whether such machines shall have been installed or not. The quarterly installment of such royalties or license fees paid by said Licensee to said Licensor on the tenth day of September in any year, during the term of this license, shall not be less than the sum sufficient to make the aggregate payments of such royalties or license fees, for the year ending with the preceding month, twenty-five hundred dollars per machine for all machines delivered prior to the beginning of such year, together with a pro rata amount per machine for all machines delivered during such year; nor shall such instalment payable on the tenth day of September, 1911 be less than the sum sufficient to make the aggre- [fol. 20587] gate payments of such royalties for the eight months ending the last day of August, 1911, for a less number of machines, for the entire time of said eight months period, than required to produce, during said period, two hundred thousand gross of such jars; nor shall such instalment payable on any tenth day of September subsequent to 1911 be less than the sum sufficient to make the aggregate payments of such royalties or license fees for the year ending the last day of the preceding month for a less number of machines, for an entire year, than required to produce annually three hundred thousand gross of such jars, provided that if by fire or other casualty, occurring without fault of said Licensee, and which shall be by said Licensee remedied as promptly as practicable, said Licensee shall be prevented from using any machine for a continuous period of not less than three months from the time at which he shall have given to said Licensor due notice of such casualty, the hereby guaranteed minimum amount of the annual royalty may be ratably diminished for such period.

23. Records. Said Licensee will keep proper and suitable books, showing accurately and fully the length of time that each machine operates each day, and the number of jars produced thereon. All such books and all records of, and computations respecting products of machines shall at all times be open to the inspection of any officer or authorized agent of said Licensor, who shall also, at all reasonable

times, have free access to and throughout any factory in which any such machine is used.

[fol. 20588] 24. Reports. So long as the license hereby granted shall remain in effect, said Licensee will, upon blanks to be furnished by said Licensor, render a detailed report of each day's operation and product of each machine to said Licensor, at its office in Toledo, within three days after the date in respect of which such report is made, and on or before the tenth day of each December, March, June and September, a summary statement of the aggregate product of all machines during the quarter ending with the preceding calendar month, and will, at the same time, pay the royalty or license fee hereinbefore provided.

25. Cancellation for Unauthorized Manufacturing. If said Licensee, his executors, administrators or assigns, shall use any machine, fire-finisher, tank or other thing, furnished by said Licensor, or containing any of the said inventions, devices or improvements in respect of which a license is hereby granted or agreed to be granted, for any other purpose than for the manufacture of the hereinbefore specified jars, or for the manufacture of more than three hundred thousand gross of such hereinbefore specified jars during any year beginning the first day of September, said Licensor may, at its option, terminate and cancel the lease and license hereby granted, and may also institute and maintain any and all such proceedings at law or in equity as it shall deem necessary or proper against or because of such unlawful use as a violation of this agreement and an infringement of the letters patent under which this license is granted.

26. Cancellation for Non-Performance. In case of any refusal, neglect or omission, by said Licensee, his executors, [fol. 20589] administrators or assigns, to perform, fulfill and observe any one or more of the covenants, agreements, terms and conditions in this instrument contained, said Owner and Licensor, or either of them, may enforce the same by any lawful proceeding, and may also give to said Licensee, his executors, administrators or assigns, written notice of such refusal, neglect or omission, and that unless the same shall, within ninety days thereafter be fully repaired, removed, remedied and made good, all rights of said Licensee, his executors, administrators and assigns, will thereupon entirely cease and determine; and if said Li-

censee shall fail fully to repair, remove, remedy and make good all neglects or refusals on account of which the notice is given, on or before the expiration of said ninety days, the lease and license hereby granted, and all rights hereunder of said Licensee, his executors, administrators and assigns, shall be wholly at an end, and said Licensor shall be released from all its obligations, herein contained; but said Licensee, his executors, administrators and assigns, shall not thereby be released from his acknowledgment and covenant, hereinbefore contained, of the validity of patents, nor from any obligations to said Licensor accrued hereunder.

27. Redelivery upon Termination of License. Upon the cancellation or termination of this lease and license, from any cause whatever and whenever occurring, all bottle-making machines, fire-finishers, tanks and mechanisms and all molds supplied by said Licensor shall be released and discharged from the lease and license hereby granted, and said Licensee, his executors, administrators and assigns, will forthwith deliver all thereof to said Licensor. And said Licensor may, by any of its officers or agents, enter the premises of said Licensee and of any and all persons and [fol. 20590] corporations having possession of any of such machines or other things or of any part thereof, and take or remove the same without being deemed guilty of any trespass or tort. Said Licensor may also pursue its remedies at law or in equity against said Licensee, his executors, administrators and assigns, and against any persons or corporations in whose possession or control any of such bottle-making machines, fire-finishers, tanks, molds, or other things, or any part thereof, may be found.

28. License Not Exclusive. The license hereby granted is not exclusive, said Licensor, retaining the right to license others, subject to the limitations hereinafter set forth, to use, and itself to use, machines, fire-finishers, molds, tanks, mechanism and other things containing said inventions, or any of them, in and about the manufacture of like jars, as well as of all other things whatsoever.

29. License Upon Different Terms. If said Licensor shall, during the continuance of the license hereby granted, grant

to any other person or corporation any license to manufacture the kinds of jars in respect of which a license is hereby granted, upon terms or conditions other than those herein specified, said Licensor will promptly deliver a copy of such license to said Licensee hereunder, his executors, administrators or assigns, who may, within thirty days after receiving the same, elect, by a duly executed instrument in writing delivered to said Licensor, to have all the terms and conditions of such other license, (from and after [fol. 20591] the times therein fixed for the performance of such terms and conditions,) including all payments for machines, substituted for the terms and conditions herein expressed; provided that the numbers of jars for the manufacture of which the respective licenses shall have been granted, shall not be changed or affected, and that if such other license shall be in consideration, in whole or in part, of the payment of a gross sum, (as distinguished from royalties per gross of product,) the corresponding sum to be paid by said Licensee hereunder shall be in the same proportion to the annual product for which license is hereby granted as the sum to be paid by the other licensee is to the annual product for which the license may be granted to such other licensee; and, farther, that said Licensee hereunder may, in and by such instrument in writing, also elect to pay such gross sum so to be paid by it and (if the licensee under such other license is to pay for machines,) for all machines theretofore delivered to it, in not more than forty equal quarterly instalments, with interest at six per centum per annum, payable quarterly, instead of as in such other license provided.

30. Refusal. So long as the license hereby granted shall remain in effect, said Licensor will not grant any farther license for the manufacture of the same kinds of jars, until after ten days' written notice to said Licensee hereunder, of its intent so to do and of the general terms of such proposed license, and at any time before the expiration of such period of ten days said Licensee hereunder may, by a duly executed instrument in writing, delivered to said Licensor, elect to take such license upon the terms and conditions accorded such proposed licensee. At any time prior to the giving by said Licensor of any such [fol. 20592] written notice, said Licensee may, by a duly

executed instrument in writing delivered to said Licensor, elect to have the license hereby granted so enlarged, in respect of the number of such jars hereby authorized to be manufactured, annually, as to be exclusive for the manufacture, under such Letters Patent, of such jars within the United States, or to be for the manufacture of such number of such jars, annually, in excess of the aggregate number of such jars for the annual manufacture of which licenses shall then have been granted, but not exceeding the average annual product thereof within the United States (which annual product is now estimated to be eight hundred thousand gross,) as said Licensee shall, in and by such instrument in writing, designate; subject, nevertheless, in either case, to the rights of all licensees under any and all licenses at the time in effect; provided that the excess of the annual product, in the United States, of all such jars over the total number for which licenses shall then have been granted, may if said Licensor shall then so elect, be ratably apportioned among all the licensees, or such of them as shall then elect to accept the same; and provided that such enlarged license shall provide for and be conditioned upon the payment by said Licensee hereunder to said Licensor of royalties and license fees, amounting to not less than twenty-five hundred dollars per machine, annually, upon the number of machines required to produce, annually, such enlarged number of jars.

31. Limitation of Other Licenses. The license hereby granted remaining in effect, said Licensor will not, prior to the first day of January, 1910, grant any farther license for the manufacture of like jars, and will not prior to the first day of January, 1911, grant any such farther license [fol. 20593] to any one other than the Hazel-Atlas Company, or the Ball Brothers Glass Manufacturing Company, or both of them, or the successors and assigns of the jar-manufacturing business of them, respectively, nor to them for the manufacture, in the aggregate, of more than five hundred thousand gross in any one year (beginning the first day of September,) of the kinds of jars in respect of which a license is hereby granted.

32. No Sub-License Assignments. No sub-license may be granted hereunder; and the rights hereunder of said Licensee may be assigned only in their entirely and only to a

vendee approved by said Licensor, and only upon the written consent of said Licensor to the specific assignment and only subject to the condition, which shall be deemed a part of the assignment and to be accepted by the assignee, that such assignee thereby accepts and assumes and undertakes to perform, fulfill, observe and comply with each and every of the covenants, agreements and conditions in this instrument contained, with the same force and effect as if such assignee were a party to, and duly executed and delivered, this or a like instrument.

33. Assigns of Parties. All the covenants, agreements, conditions and provisions of this instrument shall enure to the benefit of, and be binding upon, the successors and assigns of each said Licensor, and said Owner, and the executors, administrators and assigns, as hereinbefore specified, of said Licensee.

34. Assent of Owner. In consideration of one dollar to it paid, the receipt whereof is hereby acknowledged, and for [fol. 20594] other good and valuable considerations to it moving, said Owner assents to the terms of this instrument and confirms the license hereby granted, thereby making the rights of said Licensee hereunder independent of any and all conditions not imposed by, or specified in, this instrument.

35. Farther Assurance. Each party hereto and the successors and assigns of said Licensor and said Owner, respectively, and the executors, administrators and assigns of said Licensee, will, upon reasonable request, make, execute and deliver all such further written instruments as may be necessary or proper to effectuate the agreements hereby made or undertaken to be made, or for more conveniently evidencing the same.

In Testimony Whereof said The Owens Bottle-Machine Company has caused its corporate name and seal to be hereunto signed and affixed by Clarence Brown, its Vice-President, and to be attested by William S. Walbridge, its Secretary, said The Toledo Glass Company has caused its corporate name and seal to be hereunto signed and affixed by William S. Walbridge, its President, and to be attested

by William H. Boshart, its Secretary, and said Louis Hollweg has hereunto set his hand and seal.

The Owens Bottle-Machine Company, by Clarence Brown, Vice-President.

Attest: Wm. S. Walbridge, Secretary.

The Toledo Glass Company, by Wm. S. Walbridge, President. (Seal.)

Attest: Wm. H. Boshart, Secretary.

Louis Hollweg. (Seal.)

[fol. 20595] Copy of assignment submitted Nov. 16, 1909, written in this place on Mr. Hollweg's duplicate of this License Agreement:

"Indianapolis, Ind. Nov. 15, 1909.

"For value received I hereby assign all my rights, title and interest under the foregoing license agreement to the Greenfield Fruit Jar and Bottle Company (an Indiana Corporation).

"Louis Hollweg."

Above is a true copy of an assignment executed by Louis Hollweg in presence of: Henry H. Hornbrook.

The Owens Bottle-Machine Company consents to the foregoing assignment to Greenfield Fruit Jar and Bottle Company.

Toledo, Ohio, November 16, 1909.

The Owens Bottle-Machine Company, by E. D. Libbey, President. (Seal.)

Attest: Wm. S. Walbridge, Secretary.

[fol. 20596] DEFENDANTS' EXHIBIT No. O-5998

Agreement made this twentieth day of May, 1909, by and between Hazel-Atlas Glass Company, a corporation of West Virginia and The Owens Bottle-Machine Company, a corporation of Ohio.

1. In consideration of one dollar to it paid, the receipt whereof is hereby acknowledged, and upon condition of the

verification of an appraisal and audit (to be made at the expense of, and by appraisers and auditors to be designated by, said The Owens Bottle-Machine Company,) of the representations, hereto annexed, marked "A", of the assets and earning capacity of said Hazel-Atlas Glass Company, said The Owens Bottle-Machine Company agrees to execute a License Agreement in the form hereto annexed, marked "B", and, upon its execution and delivery by said Hazel-Atlas Glass Company and the issue to it, said The Owens Bottle-Machine Company, of the capital stock hereinafter specified, to deliver said agreement to said Hazel-Atlas Glass Company.

2. In consideration thereof said Hazel-Atlas Glass Company will, simultaneously with the execution and delivery of said Agreement, issue and deliver five thousand shares, of the par value of one hundred dollars each, of its full paid and non-assessable capital stock out of a total issue of seventeen hundred thousand dollars as follows: one share to each Edward D. Libbey, Michael J. Owens and William S. Walbridge, seven shares to said The Owens Bottle-Machine Company or to such persons as it shall have designated, and the remaining four thousand nine hundred and ninety shares thereof to Dollar Savings and Trust Com- [fol. 20597] pany, of Wheeling, West Virginia, and will cause the certificates for said four thousand nine hundred and ninety shares to be by said Dollar Savings and Trust Company duly indorsed in blank and delivered to said The Owens Bottle-Machine Company and will cause said Dollar Savings and Trust Company to execute and deliver to said The Owens Bottle-Machine Company an agreement in the form hereto annexed, marked "C".

3. Said The Owens Bottle-Machine Company will repay to said Hazel-Atlas Glass Company the full amount which shall be received by it, The Owens Bottle-Machine Company, as a quarterly dividend, not exceeding two dollars per share, to be paid on or about the twentieth day of July, 1909, on said five thousand shares.

4. Except that it may from time to time assign such shares as may be necessary to qualify individuals to be directors of said Hazel-Atlas Glass Company, said The Owens Bottle-Machine Company will not, during the period of five years from the date hereof, divide among its share-

holders or sell the said stock of said Hazel-Atlas Glass Company, but it may from time to time cause the same to be transferred, upon the books of said company, to such persons or corporations as it shall wish to be the record holders thereof.

In Witness Whereof said Hazel-Atlas Glass Company has caused its corporate name to be hereunto signed by Joseph C. Brady, its attorney in fact, and said The Owens Bottle-Machine Company has caused its corporate name [fol. 20598] and seal to be hereunto signed and affixed by Edward D. Libbey, its president, and to be attested by William S. Walbridge, its secretary.

Hazel-Atlas Glass Company, by J. C. Brady, Its Attorney in Fact. The Owens Bottle-Machine Company, by E. D. Libbey, President. (Seal.)

Attest: Wm. S. Walbridge, Secretary.

(Here follow 2 photolithographs, side folios 20599-20600)

DEFENDANTS' EXHIBIT No. O6004

O-B-1

Toledo, Ohio,

AGREEMENT made this 28th day of October by and between THE OWENS BOTTLE MACHINE COMPANY, a corporation duly organized under the laws of the State of Ohio, and having its principal place office at Toledo, in said State, party of the first part, and THE CHARLES BOLDT COMPANY, a corporation organized and existing under the laws of the State of Ohio, and having its principal office at Cincinnati, in said State, party of the second part.

WHEREAS: It is desirous of determining the savings in operating the glass-blowing machines, fire-finishers, tanks and accessories owned or controlled by the party of the first part, in the manufacture of liquor flasks, and for no other kind of bottles, and

WHEREAS, The party of the second part is willing to operate the blowing-machines, fire-finishers, tanks and accessories belonging to the party of the first part, at its factory at Cincinnati, Ohio, for the said purpose:

NOW, THEREFORE, it is hereby agreed by and between the said parties that the party of the first part will furnish to the party of the second part, as quickly as possible, as it may be enabled to do, two glass-blowing machines, fire-finishers and iron-work for tanks, with mechanism to operate the same,-but not fire-brick or clay or motors and molds - f. o. b. cars Toledo, Ohio, the same to remain the property of the party of the first part, and will give said party of the second part all necessary assistance in installing and operating

NOW, THEREFORE, it is hereby agreed by and between the said parties that the party of the first part will furnish to the party of the second part, as quickly as possible, as it may be enabled to do, two glass-blowing machines, fire-finishers and iron-work for tanks, with mechanism to operate the same,-but not fire-brick or clay or motors and molds - f. o. b. cars Toledo, Ohio, the same to remain the property of the party of the first part, and will give said party of the second part all necessary assistance in installing and operating the same, all at the expense of the party of the second part.

The party of the second part agrees that it will make all necessary preparation for the installing of the said blowing machines, fire-finishers and tanks, with proper power to operate the same, and will order of the party of the first part a sufficient number of molds for the manufacture of said flasks, but no other kinds of bottles, all at the expense of the party of the second part.

Said party of the second part agrees to operate the blowing machines, fire-finishers and tanks for the manufacture of flasks, and no other kinds of bottles , to the best possible advantage, in the interest of both parties, for a period of not less than three months, and for all merchantable bottles manufactured to pay said party of the first part, as royalty for the use of said machines, fire-finishers and tanks, twenty-five cents (25¢) per hundred 20599

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weight of the glass in the said flasks so manufactured.

At the expiration of three months from the time of beginning to manufacture of said flasks, or as soon thereafter as may be arranged, the party of the first part agrees to enter into a license agreement with the party of the second part for the manufacture of liquer flasks, if the savings in operation are satisfactory to the party of the second part, for a term of years, to be agreed upon, on a basis of royalty at twenty-five cents (25¢) per hundred weight of the glass in the kinds of flasks specified, and for other kinds of bottles not included in this agreement, to be determined at that time.

This license agreement [redacted] is to provide, amongst other things, for a term of license, royalties, payment for machines, fire-finishers and tanks, claims for infringements, limitation of use, records, reports, cancellation for non-performance of contract, insurance of machines, payment of taxes and indemnity of said party of the first part against liability for accidents to employes, which, in the judgment of the party of the first part, may be deemed necessary.

If at the expiration of the three months heretofore mentioned, or as soon thereafter as may be determined by the party of the second part, the savings in the operation of the machines, fire-finishers and tanks of the party of the first part, it should be concluded by the party of the second part that a license is not desired, then upon the full payment of all royalties accrued upon the flasks manufactured by the use of the blowing machines, fire-finishers and tanks of the party of the first part, and the delivery of the machines, fire-finishers and tanks, f.o.b. cars at the factory of the party of the first part, at Toledo, Ohio, this agreement will wholly determine and be at an end.

IN WITNESS WHEREOF, each of the parties hereto has caused its corporate name [redacted] to be hereunto signed [redacted] by its President and to be attested by its Secretary.

THE OWENS BOTTLE MACHINE COMPANY,

By E D Libbey President.

Attest:

Wm. J. Wallace Secretary.

THE CHARLES BOLDT COMPANY,

By Charles Boldt President.

Attest:

H. O. W. Schoux Secretary.

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[fol. 20601] DEFENDANTS' EXHIBIT No. O-6005

License Agreement Between The Owens Bottle-Machine Company, (Licensor,) The Toledo Glass Company, (Owner,) and Illinois Glass Company (Licensee).

Indenture made this eighteenth day of January, 1911, by and between The Owens Bottle-Machine Company (hereinafter termed "Licensor",) a corporation duly organized under the laws of the State of Ohio, and having its principal office at Toledo, in said state, The Toledo Glass Company, (hereinafter termed "Owner",) a corporation duly organized and existing under the laws of the State of Ohio, and having its principal office at Toledo, in said State, and Illinois Glass Company (hereinafter termed "Licensee",) a corporation duly organized and existing under the laws of the State of Illinois and having its principal office at Alton, in said State.

Whereas the parties hereto and The Charles Boldt Company have heretofore entered into a certain License Agreement bearing date the eleventh day of June, 1910, in which License Agreement are scheduled licenses theretofore granted by said Licensor; and

Whereas there is now outstanding a further non-exclu- [fol. 20602] sive license, granted by said Licensor to Hazel-Atlas Glass Company, to practice the inventions and to use the machines in said License Agreement specified in and about the manufacture of round narrow-necked ink bottles of half pint, pint and quart sizes; and

Whereas said Licensee, Illinois Glass Company, desires to obtain an enlargement of the rights granted it in and by said agreement dated the eleventh day of June, 1910;

Now, therefore, in consideration of the sum of one dollar by said Licensee paid to each said Licensor and said Owner, and of, and upon condition of, the full and complete performance and observance, by said Licensee, of all the conditions, promises, undertakings and agreements on its part to be done, performed and observed, contained in said License Agreement bearing date the eleventh day of June, 1910, and in this indenture, respectively, it is hereby covenanted and agreed by and between the parties hereto as follows, to-wit:

I. *License.* Said Licensor hereby grants to said Licensee, subject to all the terms and conditions of said agreement

dated the eleventh day of June, 1910, and of this indenture, a license to use, in and throughout the United States of America, Owens bottle-making machines and all other things, furnished by said Licensor, or covered by Letters Patent of the United States, the right to use which, in and about the manufacture thereof, is, or shall be, owned by said Licensor, but only in and about the manufacture of the hereinafter described bottles and jars, to-wit:

[fol. 20603] All such bottles and jars, pictured or delineated in the catalogue of said Licensee hereto annexed, as are therein specifically designated and identified by the signatures, upon or adjacent to the respective delineations or pictures thereof, of William S. Walbridge and John M. Levis, which delineations and pictures so specifically designated and identified, are made parts of this indenture; provided that such bottles and jars shall be by said Licensee manufactured and sold to be used, and so far as said Licensee shall be able to control the use thereof, shall be used, only for containing the products of manufacturing chemists and patent and proprietary medicines and preparations, and for druggists' use,—the same including bottles for effervescent salts and powders, yeast powders, baking powders, insecticides, liniments, skin cures, hair restorers and tonics, disinfectants and microbe-killers (such as listerine, peroxide, sulphonapthol and Platt's chlorides), Pond's extract of witch-hazel, goat's milk, butter coloring, antiseptic gauze, acid phosphate, silver and metal polishes, Florida water, bay rum, toilet preparations, citrates, sterilizers, sewing-machine oils, ammonias (other than oval ammonia-bottles), clam boullion, and also bottles for table-sauces, similar in shape to those now used for Lea and Perrin's club-sauce, stoppered acid-bottles, nursing bottles, battery jars, bottles for beef-juice, for Angostura bitters and for Hay's bitters, and also such Bitters bottles as are known as square Schnapps, squat square Schnapps and paneled square Schnapps, excepting, however, Hostetters Bitters bottles; provided that if and whenever any drawing, cut, photograph or blue print picturing or delineating [fol. 20604] any other bottle or jar, and identified by a specification thereon of the use to be made of such bottle or jar and by the signatures of said William S. Walbridge and John M. Levis, or of any other persons thereunto duly authorized by said Licensor and said Licensee, respectively,

shall be hereunto annexed, the bottle or jar so pictured or delineated shall, for the uses so specified, be included within the terms of this license; provided that this license does not include the right to manufacture any bottles or jars, an exclusive license for the manufacture of which has heretofore been granted, or agreed to be granted, by said Licensor, or by its predecessor, Owens Bottle Machine Company of New Jersey; and provided, further, that no bottles or jars manufactured by said Licensee under this license, shall be, by said Licensee, exported, unfilled with products for containing which the same are designed and manufactured, to places outside the continent of North America, except to places in which such Letters Patent are or shall hereafter become effective, and while so effective; and that any bottles or jars so manufactured by said Licensee shall be exported only at the risk of the exporter thereof; said Licensor not granting nor undertaking to grant any rights whatever for the exporting of such bottles or jars.

II. *Scope of License.* The license hereby granted is subject to the rights by said Licensor heretofore granted to Whitney Glass Works and to the rights granted Hazel-Atlas Glass Company for the manufacture of round narrow-[fol. 20605] necked ink bottles of half pint, pint and quart sizes. Moreover said Licensor reserves to itself and its successors and to the assigns of its entire bottle manufacturing business the unlimited right to use Owens Bottle-Machines and other things in and about the manufacture of any and all of such ware. And said Licensor also reserves to itself and its successors and assigns the right to grant a right and license to use such machines and other things, in and about the manufacture of any and all such ware, to all corporations a majority of the voting capital stock of which shall, at the time be held by said Licensor, or by its stockholders, and to the successors and assigns of the entire bottle-manufacturing business of them, respectively, and also to one such other corporation or unincorporated association as it or they shall hereafter determine, for the benefit of such corporation or association and its successors and the assigns of its entire business of manufacturing bottles by Owens machines, and, upon any surrender or forfeiture by any such one, to another, and so on successively, but so that only one such license, to any

Licensee other than the Licensee hereunder, shall be operated at any one time; provided that whenever and so long as any such license to any corporation or association, a majority of the voting capital stock of which shall not be held by said Licensor, shall be operative, the right of said Licensor, its successors and assigns and subsidiary companies to manufacture such ware shall cease. But so long as the license hereby granted shall remain in effect, said Licensor will grant no license to use such machines in or about the manufacture of any bottles, a license for the manufacture of which is hereby granted, to any person, firm, association or corporation other than as in this paragraph specified.

[fol. 20606] III. *Assignments and Sub-Licenses.* The license hereby granted is personal to said Licensee and shall not be assignable, nor shall any sub-license be granted by it, except to a person, firm or corporation succeeding to its entire business, or to a corporation a majority of the voting capital stock of which said Licensee, or its stockholders, shall be, and, throughout the entire term of this license shall remain, the owner; any assignment or sub-license being revocable, at the option of said Licensor, at any time if said Licensee or its stockholders shall have ceased to remain the owner of a majority of the capital stock of its sub-licensee.

IV. *Royalties.* Said Licensee will pay to said Licensor, as royalties, twenty cents per gross of all merchantable ware, less than six ounces in weight, manufactured by it under this license, and twenty-five cents per one hundred pounds weight for all other merchantable ware manufactured by it, under this license; provided, however, that whenever, during any year, said Licensee shall have manufactured, under this license, four hundred thousand gross of ware, the royalties, upon all ware not less than six ounces in weight subsequently manufactured by it, under this license, during such year, shall be twenty cents per hundred pounds weight.

V. *Minimum Royalties.* For the period ending August 31, 1911, said Licensee shall pay royalties only upon the ware manufactured by it hereunder. For the next following year it shall pay royalties hereunder upon not less than

[fol. 20607] one hundred and fifty thousand gross of ware. For the next following year it shall pay royalties upon not less than three hundred thousand gross of ware. And for all subsequent years, so long as the license hereby granted shall remain in effect, it shall pay royalties hereunder upon not less than four hundred thousand gross of ware; provided that said Licensee may at any time by a duly executed written notice, delivered to said Licensor at its office in Toledo, Ohio, not less than ninety days prior to the expiration of any year, elect to have the minimum product upon which it shall pay royalties for all subsequent years (but not for the then current year,) reduced to three hundred thousand gross; and after such election shall have been made, said Licensor may, at any time, grant a right and license to use such machines and other things in and about the manufacture of any and all such bottles, to one additional Licensee, and, upon any surrender or forfeiture by such one, to another, and so on successively, but so that only one such additional licensee shall have such right and license at any one time.

VI. *Fixing Prices.* Said Licensor reserves to itself as an ungranted part of its monopoly under said Letters Patent the right to fix and control the prices at which any and all articles, manufactured under the license hereby granted shall be sold; provided, however, that when a majority of the licensees at the time holding licenses from said Licensor, for the manufacture of such kind of bottles or jars, shall have, by an instrument in writing, signed by them, and delivered to said Licensor, specified the prices at which any [fol. 20608] particular kind of bottles or jars manufactured pursuant to such licenses shall be sold, such prices shall not be changed by said Licensor so long as the signers of such instrument shall continue to be a majority of all the licensees of said Licensor manufacturing such kind of bottles or jars; except upon a written request, made by a majority of such licensees and delivered to said Licensor.

VII. *Schedule of Prices.* Schedules of prices so fixed shall be by said Licensor furnished to each of said Licensees; and no Licensee may sell any bottles, of the kinds specified in any such schedule, manufactured under this license, at any less price than therein specified; provided that if any licensee shall have, at the time a change in prices takes

effect, unfilled contracts at prices lower than the new prices, then such Licensee, upon immediately giving written notice to said Licensor and to each of the other Licensees in respect of which this license shall then be in force, of the time at which such contract was made, the parties thereto, the prices at which it has thereby undertaken to manufacture and sell each of such kinds of bottles, the number of each of such kinds which it is or may be required thereafter to furnish pursuant to such contract, and the period within which such contract will be fully performed, may complete such contract without violating this agreement.

VIII. *Term.* The license hereby granted shall be and remain in full force and effect so long as the license granted in and by the license agreement, bearing date the eleventh [fol. 20609] day of June, 1910, entered into by and between said Licensor, said Owner, said Licensee and The Charles Boldt Company, shall remain in effect in respect of said Licensee, and all the covenants, agreements and conditions, in this instrument contained, on the part of said Licensee to be performed, fulfilled and observed, shall be faithfully performed, fulfilled and observed.

IX. *Voluntary Surrender.* Said Licensee may, at any time, by not less than three months written notice, duly executed by it and delivered to said Licensor at its office in Toledo, Ohio, wholly terminate this license. Such termination shall take effect upon the expiration of such notice, and said Licensee shall pay to said Licensor royalties as herein provided until the taking effect of such termination.

X. *This Agreement Supplemental.* As between the parties hereto this agreement is supplemental to said license agreement dated June 11, 1910, the provisions whereof shall be and remain applicable hereto except:

1. That the "additional royalties" to be paid for each "A. C. Improved" Owens machine, (a type not mentioned in said license agreement,) with fire-finisher and iron work and mechanism for revolving tank, not including brick stays, fire brick or clay, shall be eight thousand dollars;

2. That the use which may be made by said Licensee of [fol. 20610] machines and other things is enlarged to in-

clude the ware for the manufacture of which a license is hereby granted;

3. That the provisions in said license agreement contained respecting the minimum number of gross upon which said Licensee will pay royalties for the respective periods therein specified shall apply only to the ware for the manufacture of which license was thereby granted, the minimum number of gross of the ware for which a license is hereby granted, upon which royalties shall be paid, being in addition thereto;

4. That the paragraphs numbered IV, V, VI, VII, VIII, XI, XIV, XV, XVI, XVIII and XIX of said license agreement are inapplicable to this agreement; and

5. In such other particulars as are by this agreement necessarily superseded or modified, in respect of the ware for the manufacture of which a license is hereby granted;

But the said license agreement dated June 11, 1910, is not hereby in any respect changed or modified, except in respect of the ware for the manufacture of which a license is hereby granted.

XI. *Assent of Owner.* Said Owner assents to the terms of this instrument and confirms the license hereby granted, thereby making the rights of said Licenses hereunder independent of any and all conditions not imposed by, or specified in, this instrument.

[fol. 20611] XII. *Further Assurance.* Each party hereto and its successors and assigns, will, upon the reasonable request of, and at the expense of, any other party hereto, its successors or assigns, execute and deliver all such further written instruments as may be necessary or proper to effectuate the agreements hereby made or undertaken to be made, or for more conveniently evidencing the same.

In testimony whereof, said Licensor has caused its corporate name and seal to be hereunto signed and affixed by Edward D. Libbey, its president, and to be attested by William S. Walbridge, its secretary, said Owner has caused its corporate name and seal to be hereunto signed and affixed by William S. Walbridge, its president, and to be attested by Frederick L. Geddes its secretary, and said Licensee has caused its corporate name and seal to be here-

unto signed and affixed by Geo. M. Levis its president, and to be attested by Chas. Levis its secretary.

The Owens Bottle-Machine Company, by E. D. Libbey, President. (Seal.)

Attest: Wm. S. Walbridge, Secretary.

The Toledo Glass Company, by Wm. S. Walbridge, President. (Seal.)

Attest: Frederick L. Geddes, Secretary.

Illinois Glass Company, by Geo. M. Levis, President.

Attest: Chas. Levis, Secretary.

[fol. 20612] DEFENDANTS' EXHIBIT No. O-6015

Agreement

This Agreement made this 14th day of December, 1915, by and between the Homer Brooke Glass Company, a New Jersey corporation, and The Owens Bottle Machine Company, an Ohio corporation, Witnesseth: That,

Whereas, subject only to the rights granted in the license agreements between the Homer Brooke Glass Company and the Hazel-Atlas Glass Company, a West Virginia corporation, Ball Brother Glass Manufacturing Company, an Indiana corporation, and Travis Glass Company, a West Virginia corporation, respectively, copies of which license agreements are hereunto annexed, the Homer Brooke Glass Company is the owner of the entire right, title and interest in and to letters patent of the United States No. 723,983, granted March 31, 1903, to Homer Brooke, for "Device for Cutting Molten Material and Distributing the Same"; and

Whereas, The Owens Bottle Machine Company is desirous of acquiring the exclusive right, subject to the rights granted in the license agreements above referred to, to grant licenses to others to utilize the invention of said letters patent in the manufacture of narrow neck bottles;

Now, therefore, for and in consideration of the sum of One Dollar, paid by the said Owens Bottle Machine Company to the said Homer Brooke Glass Company, and other good valuable considerations, the receipt whereof is hereby acknowledged, the said Homer Brooke Glass Company does hereby sell, assign, give and grant unto The Owens Bottle Machine Company, its successors and assigns, the exclusive [fol. 20613] right, subject to the rights granted in the

above mentioned license agreements to grant licenses to others to utilize said letters patent #723,983, granted to Homer Brooke March 31, 1903, for Device for Cutting Molten Material and Distributing the Same, and the invention described and claimed therein, in the manufacture, use and sale of Narrow Neck Bottles only, (by "narrow neck" bottles is meant all bottles except those already licensed in and by the license agreements hereinbefore mentioned, and glass bottles or containers of five-gallon capacity and over); and also hereby granting and assigning to said Owens Bottle Machine Company all rights of said Homer Brooke Glass Company to all royalties for narrow neck bottles which may be manufactured under any license agreement heretofore granted by said Brooke Company, the intent and spirit of this agreement being that the Owens Bottle Machine shall in all respects concerning the rights as to narrow neck ware, stand in exactly the same position as that heretofore obtaining with the Homer Brooke Glass Company.

And the said Homer Brooke Glass Company hereby agrees at the request of said Owens Bottle Machine Company, its successors and assigns, to make, execute, and deliver any additional instruments necessary or desirable for carrying into effect the rights hereby assigned and transferred; said Homer Brooke Glass Company hereby further agreeing to join, as holder of the legal title to said letters patent, with the said Owens Bottle Machine Company, its successors, assigns or nominees, as party complainant in any suit which may be necessary for the enforcement of the rights hereby transferred, it being expressly understood that the Homer Brooke Glass Company shall not thereby be subject [fol. 20614] to any liability or expense.

In witness whereof the parties hereto have executed these presents on the day and year first above mentioned, the said Homer Brooke Glass Company signing by the hand of its attorney in fact, Ernest Hopkinson, and the Owens Bottle Machine Company, by the hands of its proper officers.

Homer Brooke Glass Company, by Ernest Hopkinson, Attorney in fact. (Seal.)

The Owens Bottle Machine Company, by E. D. Libbey, President.

Attest: By Wm. S. Walbridge, Secretary.

[fol. 20615] DEFENDANTS' EXHIBIT No. O-6016

This Agreement, made this fourteenth day of December, 1915, by and between The Owens Bottle Machine Company, an Ohio corporation, and the Graham Glass Company, an Indiana Corporation.

The Owens Bottle Company being the owner of the exclusive right to manufacture narrow neck bottles known as beers, minerals and sodas, and being also the owner of the right to grant licenses to manufacture narrow neck bottles known as beers, sodas and natural or artificial mineral waters, under Letters Patent Number 723,983, granted March 31, 1903, to Homer Brooke for device for cutting molten material and distributing the same, hereby gives and grants unto the Graham Glass Company, its successors and assigns, subject to the approval of The American Bottle Company, an Ohio corporation, the non-exclusive right to utilize the invention of said Letters Patent Number 723,983, free of royalty, in the manufacture, use and sale of narrow neck bottles known as beers, sodas and natural or artificial mineral waters, such license to be exercised by the Graham Glass Company, or any subsidiary company of said Graham Glass Company, only at the present plants now owned or operated by said Graham Glass Company or its sudsidiaries, at Evansville, Indiana, Loogootee, Indiana and Okmulgee, Oklahoma and to the extent only of a total annual output of two hundred and fifty thousand (250,000) gross.

The Graham Glass Company hereby agrees to disclose to The Owens Bottle Machine Company any and all inventions [fol. 20616] of improvements relating to apparatus for manufacturing narrow neck bottles by the use of a flowing stream of molten glass, as set forth and described in said Letters Patent Number 723,983, and to permit the representatives of The Owens Bottle Company to inspect the plants and machinery of the Graham Glass Company, at Evansville and Loogootee, Indiana, and Okmulgee, Oklahoma, at any time within sixty (60) days from the date hereof, for the purpose of determining what, if anything, there may be in any such apparatus subject for application for Letters Patent on improvements of the character above set forth, and the Graham Glass Company agrees to cause the inventors of such improvements to execute applications for Letters Patent upon all such improvements and also to execute and deliver assignments of all such inventions, improvements and the Letters Patent to be granted thereon,

to The Owens Bottle Machine Company, it being understood that in such assignments, there shall be reserved to the Graham Glass Company, the right to utilize such inventions free of royalty, but restricted as above set forth during the life of the Brooke Patent No. 723,983 and thereafter to be used by the Graham Glass Company without any restriction whatever.

The Owens Bottle Machine Company agrees that it will send representatives to the plants of the Graham Glass Company within sixty (60) days from the date hereof, for the purpose of making the inspection above referred to, and agrees to bear all expenses necessary for the drawing and filing of applications for Letters Patent, as above set forth. [fol. 20617] The Graham Glass Company agrees that with respect to any future improvements or inventions not now in being but which may be originated by any person now in the employ or under the control of the Graham Glass Company, and also with respect to any improvements or inventions, which may be hereafter acquired by the Graham Glass Company, before the expiration of patent No. 723,983, relating to the manufacture of glass articles by the use of a flowing stream of molten glass, to first offer any and all such improvements or inventions or Letters Patent thereon, to The Owens Bottle Machine Company, upon terms as good as they may offer the same to others, the understanding being that The Owens Bottle Machine Company shall have sixty (60) days from the date of any such offer under the provision of this paragraph within which to accept or reject the same.

The Owens Bottle Machine Company, subject to the concent of its licensee, The American Bottle Company, hereby waives in favor of the Graham Glass Company any patent rights it may have under any Letters Patent, now owned or controlled by it or any of its subsidiaries, with respect to the bottle blowing machines now manufactured or operated by the Graham Glass Company, for the purpose of making narrow neck bottles.

In Witness Whereof, the parties hereto have executed this presence by hand of their proper officers.

The Owens Bottle Machine Company, E. D. Libbey, President.

Attest: Wm. S. Walbridge, Secretary. (Seal.)

The Graham Glass Company, Joseph B. Graham, Treasurer. (Seal.)

The American Bottle Company hereby consents to the foregoing grant and waiver.

The American Bottle Company, M. W. Jack, President. W. J. Crane, Secretary. (Seal.)

[fol. 20619] DEFENDANTS' EXHIBIT No. O-6018

Licensee Agreement between The Owens Bottle-Machine Company, Licensor, The Toledo Glass Company, Owner, and The Coshocton Glass Company, Licensee, The American Bottle Company consenting.

Agreement made this thirteenth day of April, 1917, by and between The Owens Bottle-Machine Company, a corporation of Ohio, having its principal office at Toledo, Ohio, hereinafter termed "Licensor", The Toledo Glass Company, a corporation of Ohio, having its principal office at Toledo, Ohio, hereinafter termed "Owner", The Coshocton Glass Company, a corporation of Ohio, having its principal office at Coshocton, Ohio, hereinafter termed "Licensee"; and The American Bottle Company, a corporation of Ohio, having its principal office at Chicago, Illinois, consenting thereto.

Whereas said Owner and said Licensor are severally the Owners of sundry letters patent of the United States and also of sundry pending applications for letters patent of the United States for inventions pertaining to the manufacture of glass and glassware, and severally purpose to make, or cause to be made, applications for, and to obtain, letters patent of the United States for other inventions pertaining to such manufacture; and

Whereas said Owner did, on the 16th day of October, [20620] 1903, grant to Owens Bottle-Machine Company, a corporation of New Jersey, the sole and exclusive right and license to practice the inventions set forth in, and to make and use the machines and processes covered by sundry of said letters patent, for and during the respective terms for which said patents are, or may be granted, in and throughout the United States of America, but not elsewhere, but only for use in the manufacture of glass bottles and jars and parts therefor, together with the right to grant to others sub-licenses, and also a similar license under, and for the full term of, any and all other letters patent of the United States

for or relating to blowing methods, glass-blowing machinery and the preparation of glass therefor, which, during the seventeen years next following the date of said grant, said Owner might acquire or become entitled to, insofar as such patents relate to, or are applicable to, and only for use in, the manufacture of glass bottles or jars or parts therefor; and

Whereas said Owens Bottle-Machine Company of New Jersey thereafter sold, assigned and transferred all its rights, licenses, properties and assets to said Licensor; and

Whereas said Licensor has exceptional facilities for procuring, and is engaged in causing to be manufactured, machines and devises operating according to or embodying said inventions, or some of them, the respective types of which machines are by it designated by combinations of letters of the alphabet; and

Whereas said Licensee desires to acquire the right and license hereinafter granted; and

[fol. 20621] Whereas there is now outstanding an exclusive license granted by said Licensor to The Ohio Bottle Company, a corporation of Ohio, to practice the inventions and to use the machines in said license agreement specified, in and about the manufacture of sundry of the bottles hereinafter specified; and

Whereas The American Bottle Company has, by assignment, become, and is now, the owner of sundry of the rights and privileges granted by said license to said The Ohio Bottle Company, and of other rights granted by said Licensor directly to said The American Bottle Company.

Now Therefore, in consideration of the sum of one dollar ($1.00) by said Licensee paid to each said Licensor, said Owner and said The American Bottle Company, receipt of which is hereby acknowledged, and of and upon condition of the full and complete performance and observance by said Licensee of each and all the conditions, promises undertakings and agreements on its part to be done, performed and observed, contained in this agreement, it is hereby agreed among the parties hereto as follows:

1. *License:* The Licensor hereby grants to the Licensee a non-exclusive license to use, in and throughout that part of the United States of America, situated on the continent of North America, excluding Alaska and the Panama Canal Zone, but not elsewhere, Owens bottle-making machines and

all other things furnished by Licensor or covered by letters [fol. 20622] patent of the United States of America, the right to use which, in and about the manufacture thereof, is or shall be owned by Licensor, but only in and about the manufacture of not to exceed one hundred fifty thousand (150,000) gross per year, in the aggregate, of: (1) bottles for beer, porter, ale and all other malted beverages; (2) bottles for soda water, (but not siphon bottles), and all other carbonated beverages, other than fruit juices, wines and liquors; and (3) narrow-necked bottles for non-carbonated waters. Licensor reserves to itself, its successors, assigns, and licensees, the unlimited right to use and license others to use bottle-making machines and other things covered by said letters patent, in and about the manufacture of any and all such ware. Wherever the word "year" is used in this instrument, in reference to royalties or production of bottles, it shall be taken to mean the period of twelve months ending on August 31.

2. *Increased Production:* Licensee may, at any time during the term hereof, by notice to Licensor, in writing, of its desire and intention so to do, increase the maximum amount of ware permitted to be manufactured hereunder to three hundred thousand (300,000) gross per year.

3. *Capacity of Bottles:* None of the bottles manufactured hereunder shall have a capacity in excess of one (1) gallon.

4. *Use of Bottles:* Such bottles shall be by Licensee manufactured and sold to be used, and so far as Licensee shall be able to control the use thereof shall be used, only for containing the beverages above specified.

[fol. 20623] 5. *Term:* So long as each and all the covenants, agreements and conditions in this indenture contained on the part of Licensee to be performed, fulfilled and observed, shall be by it faithfully performed, fulfilled and observed, this license shall be and remain in full force and effect throughout the full term of any and all letters patent of the United States issued and to be issued for improvements, inventions, processes and methods now or hereafter embodied or contained in any machine or other thing sold or furnished by Licensor to Licensee for use in or in connection with the manufacture by Licensee of the ware, a license to manufacture which is hereby granted.

6. *Royalties:* Licensee shall pay to Licensor, at Licensor's office in Toledo, Ohio, or elsewhere, as Licensor may from time to time direct, as royalties or license fees for the rights and privileges hereby granted, thirty-three—(33¢) per gross for all merchantable ware manufactured by it under this license.

7. *Reduction of Royalties:* If, at any time, hereafter during the continuance of this license, Licensor shall grant any license to any other person, firm or corporation, other than to a corporation, a majority of whose capital stock is then owned by Licensor, giving to it the right to manufacture, by the aid of said machines and appliances, any of the hereinbefore specified bottles at a less royalty than herein specified, Licensor will notify Licensee of that fact and Licensor will, as to such bottles, upon the demand of Licensee, reduce the royalties herein specified to the amount specified as to such bottles in such other license; provided, however, that the Licensee herein shall be subject to, and bound by, such of the terms, covenants and conditions of said other license as Licensor herein may impose.

[fol. 20624] 8. *Minimum Royalties:* From and after October first, 1917, Licensee shall pay royalties at the rate herein specified upon not less than seventy-five (75,000) gross of such ware each year; provided, however, that, if Licensee exercises the option to increase its maximum product permitted to be manufactured hereunder to three hundred thousand (300,000) gross, then it shall thenceforward pay an annual royalty of not less than two hundred thousand (200,000) gross of such ware.

9. *Minimum Royalties Reduced by Fire or Casualty:* In case the operation of all such machines and other things furnished by Licensor hereunder and covered by said letters patent is totally suspended during the period of thirty (30) or more consecutive days, by strikes, or by fire, flood or other unavoidable casualty that could not have been foreseen or prevented by Licensee, the minimum royalty payable during any year in which such suspension, in whole or in part, occurs shall be reduced in the proportion that the number of days during which such suspension continues bears to three hundred and sixty-five (365); provided that Licensee shall forthwith, on the commencement of such sus-

pension, use and continue to use its utmost endeavors to remove the cause of such suspension and to resume operation as soon as possible; and provided, further, that such reduction of minimum royalty shall in no event amount to more than twenty-five percent (25%) of the minimum royalty in force and effect at the time such suspension began.

10. *Minimum Royalties Reduced By National Prohibition:* If and when any amendment or amendments to the Constitution of the United States, or any law or laws of the [fol. 20625] Congress of the United States, are duly adopted and become effective, making it unlawful throughout the United States to manufacture or sell for beverage purposes beer, porter, ale or other malted beverages, for containing which the hereinbefore mentioned bottles, of any of them, are intended to be used, and on account thereof the number of such bottles sold by The American Bottle Company, its successors and assigns, during any full calendar year thereafter shall fall forty percent (40%) or more below the average number of such bottles sold by The American Bottle Company, its successors and assigns, per year during the five full calendar years preceding the date such amendment, amendments, law or laws go into effect, Licensor, upon application of Licensee shall, at the option of Licensor, either extend the scope of this license to include other types of bottles or bottles for other purposes, or grant a temporary reduction in the amount of the minimum royalties payable hereunder. The percentage of such reduction of the minimum royalties shall be one-half (½) the percentage by which the number of such bottles sold by The American Bottle Company, its successors and assigns, shall have fallen during such year below the average number of such bottles sold per year by The American Bottle Company, its successors and assigns, during the preceding five full calendar years; provided, however, that, when in any year thereafter, The American Bottle Company, its successors and assigns, shall sell a number of such bottles equal to or greater than sixty percent (60%) of the average number of such bottles sold by it per year in said five year period, the temporary reduction in minimum royalties shall cease, and Licensee shall be required to pay the minimum royalties which were in force and effect when the demand for reduction as aforesaid was made by Licensee.

[fol. 20626] 11. *Payment of Royalties:* The royalties herein stipulated shall be paid quarterly on the 10th day of each March, June, September and December for the product of the quarter ending with the last preceding calendar month. The installment payable each 10th of September shall be not less than sufficient to make the aggregate payments of such royalties for the period of one year then expired the minimum sum hereinbefore specified.

12. *Royalties Not Apportionable:* While this license is granted under several letters patent, the royalties hereunder are not apportionable and, so long as this license shall remain in effect, Licensee shall pay to Licensor the full amounts of the royalties herein specified.

13. *Machines:* Licensee hereby orders and agrees to purchase, and Licensor will, as promptly as practicable, cause to be manufactured for and sell to Licensee, delivered f. o. b. cars at the factory of The Kent-Owens Machine Company, at Toledo, Ohio, six (6) Owens bottle-making machines of the A. W. type. Licensee will pay to Licensor for said machines a purchase price which shall equal the actual cost to Licensor of causing the same to be constructed and delivered, plus ten percent (10%) of said cost. Payment of the purchase price aforesaid shall be made by Licensee in cash as follows:

1/3 of the estimated price of all said machines upon the execution and delivery of this agreement;

1/3 of the estimated price of each machine upon the completion thereof and receipt of notice from Licensor that the same is ready for shipment; and the unpaid balance of the [fol. 20627] price of each machine within thirty (30) days after said notice that the same is ready for shipment.

14. *Additional Machines:* Licensor will, from time to time, cause to be manufactured and delivered to Licensee such additional machines, of like or different types, and other things connected or used therewith, as Licensee shall order, and Licensee will pay to Licensor, for each AW machine, the cost of the same to Licensor, plus ten percent (10%) thereof, and for all other machines and other things Licensee will pay to Licensor the regular prices then charged by it to other Licensees; payment to be made in the manner specified in the last preceding paragraph. All such

machines will be furnished by Licensor as promptly as Licensor, under reasonable business conditions, can accomplish the same.

15. *Installation of Machines:* Licensee will furnish and prepare, to the approval of Licensor, all things necessary and proper for the installation of each machine and the appurtenances and appliances thereunto belonging and for the operation thereof to the best advantage. Licensor will, from time to time, upon the request and at the expense of Licensee, furnish all necessary plans and drawings therefor. Upon request of Licensee, Licensor will install said machines, furnishing the necessary men for such purpose; all at the expense of Licensee.

16. *Change in Location of Machine:* Licensee will, in writing, notify Licensor of any proposed change in the location of any machine and of the new location before such change is made, and will forthwith notify Licensor, in writing, of the new location when such change is completed.

[fol. 20628] 17. *Purchase and Sale of Machines:* Licensee will purchase such machines and other things, and all of them, covered by said letters patent from Licensor only, and will not purchase or procure the same from any other person or source without the express permission, in writing, given in each instance by Licensor. Licensee will not sell such machines and other things, or any of them, covered by said letters patent to any person, firm or corporation, except to a person, firm or corporation succeeding to its entire business, or to a corporation of the entire capital stock of which Licensee shall be, from the time of such sale, and thenceforward until such machines and other things cease entirely to be used or usable in the manufacture of glassware, shall remain, the owner; such machines and other things if so used or usable, so sold to any such corporation to be and become forthwith the sole property of Licensor, if and when Licensee shall part with any portion of such capital stock.

18. *Repairs:* Licensor will, upon reasonable request from Licensee, furnish to Licensee repair parts and extra parts for said machines, at the cost of the same to Licensor, plus ten per cent (10%) thereof.

19. *Licensee Not To Change Machines:* Licensee will not, during the term of this license, add to or substract from any of said machines of any mechanism now or hereafter organized or connected therewith by Licensor, nor make nor allow to be made any change or alteration in the same, nor interfere with the proper operation of the machines or of any mechanism forming a part thereof or attached [fol. 20629] thereto, nor remove nor deface any dates, numbers or inscriptions now or hereafter impressed thereon or affixed thereto by Licensor.

20. *Suits for Infringement:* Licensee will immediately give notice to Licensor of any and all claims and suits for infringement because of the use of said machines, which may be made or brought against Licensee or against any officer, employe or other person or corporation acting under orders or permission derived from it, and will permit Licensor to assume and conduct the defense of such suits.

21. *Infringement of Patents:* Licensee will immediately notify Licensor of any and all infringements of any letters patent under which a license hereby is, or pursuant to the provisions hereof shall be granted, which shall come to its knowledge.

22. *Validity of Patents Acknowledged:* Licensee hereby acknowledges the validity of the issued and to be issued patents now belonging to or hereafter acquired by said Owner or said Licensor respectively, during the full term of each of such patents.

23. *Patents Deemed Valid:* No patent under or in respect of which a license hereby is, or is intended or agreed to be granted, shall be deemed invalid unless and until finally so adjudicated in an action or suit in which the Licensor or owner shall have been duly made a party, or shall have had due and proper opportunity to conduct the prosecution or defense, as the case may be, in and by the court of last resort, to which such action shall be taken by appeal or otherwise.

[fol. 20630] 24. *Licensee to Assign its Patents:* All rights, licenses and privileges, including patents and applications therefor, which Licensee now owns or has the right to acquire, own, control or possess, or may at any time here-

after acquire or have the right to acquire, own, control or possess, or which now are or hereafter may be owned or controlled by any corporation, a majority of the capital stock of which Licensee may own or control, in and to any and all improvements, inventions and discoveries of, in or pertaining to machines for blowing glass, or for the manufacture of containers of any and all kinds, made in whole, or in part, of glass, and of, in or pertaining to supplying such machines with glass, except the so called Wilson transfer machine, covered by application for United States patent, serial number 140200 and all improvements thereon, shall be transferred and belong to, and be the absolute property of, Licensor. Licensee will promptly and fully, as it shall learn thereof, disclose to Licensor all such inventions, improvements and discoveries, and Licensor shall have the right to examine, develop and experiment therewith. At the election and expense of Licensor, Licensee will, from time to time, cause applications for patents of the United States and foreign countries to be made therefor and to be assigned to Licensor. All such inventions and patents shall thereupon be included within the terms of this license, provided that if Licensor shall not, within a reasonable time after full disclosure to it concerning any such invention, improvement or discovery, elect to have applications for patents made at its expense, or if, after any such application shall have been made, it shall abandon the same, then and in every such case Licensor shall be deemed to have declined the same, and the same shall belong to Licensee, without any claim of the Owner or Licensor thereto.

[fol. 20631] 25. *Licensee's Employes to Assign Patents:* Licensees will, upon being supplied by Licensor with proper blanks therefor, use its best efforts to have each and every manager, superintendent, engineer, machinist and mechanic operating, having charge of, or working upon or about any such machine or the mechanism in connection therewith, execute, in consideration of his employment, a contract to the effect that any and all improvements upon or of any of the inventions in respect of which this license is granted and any and all inventions, improvements and discoveries tending or intended to accomplish, in whole or in part, the same work as any of the inventions in respect of which this license is granted, which shall be by him, in whole

or in part, made or invented during the period of his employment, except the so-called Wilson transfer machine covered by application for United States patent serial number 140200 and all improvements thereon, shall be the property of Licensor and shall be promptly submitted to Licensor, which shall have the option to take and own the same, and that, upon the election by Licensor to take and own the same, such person will, at the expense of Licensor, make application for United States and foreign patents therefor, and assign such applications to Licensor, which shall be the absolute owner thereof. All such inventions and patents shall thereupon be included within the terms of this license.

26. *Licensee to Keep Books and Records:* Licensee will keep proper and suitable books and records, showing accurately and fully the length of time each machine operates each day, and the number, kind and capacity of bottles produced thereon. All books and records of Licensee pertaining to the manufacture, sale or other disposal of bottles shall, at all times, be open to the inspection of any [fol. 20632] officer or authorized agent of Licensor, who shall also, at all reasonable times, have free access to any factory in which any such machine is used.

27. *Statements of Operation by Licensee:* Licensee will render to Licensor, at Toledo, Ohio, daily a statement or statements, showing the number, kind and capacity of all bottles manufactured by Licensee, and by all persons and corporations claiming under it, on the preceding day, by each machine furnished hereunder, and by each other machine, method or process, and shall render to Licensor, at Toledo, Ohio, on or before the 10th day of each March, June, September and December, a statement or statements, showing the number, kind and capacity of all bottles manufactured by Licensee, and by all persons and corporations claiming under it, during the quarter ending with the preceding calendar month, by each machine furnished hereunder and by each other machine, method or process.

28. *Exportation by Licensee:* No bottles manufactured by Licensee hereunder, by and with the aid of said machines and other things, covered by said letters patent, shall be by Licensee exported to places outside the United States of America, unfilled with products for containing which

the same are designed and manufactured, and any bottles so manufactured by Licensee shall be exported only at the risk of the exporter thereof; Licensor not granting nor undertaking to grant any right whatever for the exportation of such bottles.

29. *Assignability:* This license is personal to the licensee and shall not be assignable by it, except to a person, firm or corporation succeeding to its entire business, or to a corporation of the entire capital stock of which Licensee shall be from the time of such assignment, and thenceforward [fol. 20633] throughout the entire term of this license shall remain, the owner; this license being revocable at the option of Licensor if Licensee shall part with any portion of said capital stock.

30. *Cancellation for Non-Performance:* In case of any default, neglect or omission by Licensee, or its successors or assigns, to perform, fulfill and observe any one or more of the covenants, agreements, terms and conditions in this license contained, the Owner and the Licensor, or either of them, may enforce the same by any lawful proceeding and may also give to the Licensee, or its successors or assigns, written notice of such refusal, neglect or omission, and that, unless the same shall, within ninety (90) days thereafter, be fully repaired, removed, remedied and made good, all rights of Licensee, its successors and assigns, hereunder will thereupon entirely cease and determine and, if Licensee, its successors or assigns, shall fail fully to repair, remove, remedy and make good all neglects, refusals or omissions on account of which the notice is given, on or before the expiration of said ninety (90) days, the license hereby granted to Licensee and all rights hereunder of the Licensee, its successors and assigns, shall be wholly at an end, and Licensor shall be relieved from all its obligations to Licensee herein, but Licensee, and its successors and assigns, shall not thereby be relieved from the acknowledgment and covenant hereinbefore contained of the validity of said patents, nor from any obligation or liability to the Licensor accrued hereunder.

31. *Wrongful Use of Machines:* If Licensee shall use or suffer to be used any of such machines or the appliances [fol. 20634] and mechanism furnished therewith by Licensor for any other purpose than for the manufacture of the here-

inbefore specified bottles, or for the manufacture of more than the number thereof hereinbefore specified, Licensor may, at its option, cancel this license in the manner provided in the next preceding paragraph, or demand and collect from Licensee royalties on such ware, so wrongfully manufactured, at double the rate hereinabove provided.

32. *Return of Machines:* Upon the termination or cancellation of this license, from any cause whatsoever, the said machines and other mechanism and appliances furnished by Licensor in connection therewith shall be released and discharged from this license, and neither the Licensee nor any one claiming under it shall have any right to use the same in the manufacture of glassware, and Licensor shall have the right to take the sole and exclusive possession thereof, and may, by its proper agents, if it exercise such right, enter upon the premises of Licensee and remove such machines, mechanism and appliances, without being deemed guilty of any trespass or tort; provided, however, that Licensor shall, if it take possession of such machines, mechanism and appliances, pay to Licensee the amount theretofore paid by Licensee to Licensor for such machines, mechanism and appliances, less a depreciation charge of fifteen per cent (15%) for each year elapsing since the same were furnished by Licensor and less any diminution of value arising from damage or injury, other than the usual and ordinary wear and tear. For the purposes of such depreciation charge, any fraction of a year shall be counted as a whole year.

[fol. 20635] 33. *Assent of Owner and the American Bottle Company:* The Owner and The American Bottle Company assent to the terms of this license and confirm the license hereby made, thereby making the rights of the Licensee hereunder independent of any and all conditions not imposed by or specified in this license.

34. *Further Assurance:* Each party hereto, and its successors and assigns, will, upon reasonable request, make, execute and deliver all such further written instruments as may be necessary or proper to effectuate the agreements hereby made or undertaken to be made, or for more conveniently evidencing the same.

35. *Waiver of Breaches:* Any waiver by Licensor of any breach of any covenant herein contained shall not be deemed

a waiver of, or excuse or permit for, any future breach of the same or any other covenant hereof.

36. *Invalidity of Any Term:* If at the instance of any person, other than Licensor or Owner, any covenant, term or condition hereof shall be, by any Court or other competent authority, having power or jurisdiction so to do, declared void or unenforceable, Licensor shall have the option, during thirty (30) days thereafter, to declare the whole agreement cancelled, whereupon all rights of the Licensee hereunder shall forthwith cease and determine, or to retain and continue in full effect this agreement in all its covenants, terms and conditions, except the covenants, terms and conditions so declared void or unenforceable.

[fol. 20636] 37. *Covenants Binding on Successors and Assigns:* All the covenants, terms, conditions and provisions of this license shall inure to the benefit of, and be binding upon, the successors and assigns of the several parties hereto, respectively, and upon all others lawfully deriving rights or authorities from, through or under any of them, subject, nevertheless, to all the conditions and reservations herein specified.

In Witness Whereof said Licensor has caused its corporate name and seal to be hereunto signed and affixed by Wm. S. Walbridge, its Vice-President, and F. L. Geddes, its Secretary; said Owner has hereunto caused its corporate name and seal to be hereunto signed and affixed by A. E. Fowle, its Vice-President, and W. H. Boshart, its Assistant Secretary; said Licensee has hereunto caused its corporate name and seal to be hereunto signed and affixed by H. Liewer its President, and C. A. Liewer its Secretary; and The American Bottle Company has caused its corporate name and seal to be hereunto signed and affixed by M. W. Jack its President, and W. J. Crane, its Secretary; all on the day and year first above written.

The Owens Bottle-Machine Company, by Wm. S. Walbridge, Vice President. (Seal.)

Attest: Frederick L. Geddes, Secretary.

The Toledo Glass Company, by A. E. Fowle, Vice-President. (Seal.)

Attest: W. H. Boshart, Ass't. Secretary.

The Coshocton Glass Company, by H. Liewer, President. (Seal.)

Attest: C. A. Liewer, Secretary.

The American Bottle Company, by M. W. Jack, President. (Seal.)

Attest: W. J. Crane, Secretary.

[fol. 20637] DEFENDANTS' EXHIBIT No. 06019

Memorandum of Agreement made this 8th day of August, 1922, between The Owens Bottle Company, a corporation of Ohio, with its principal place of business at Toledo, Ohio, hereinafter referred to as "Owens Company", and The Coshocton Glass Company, a corporation of Ohio, with its principal place of business at Coshocton, Ohio, hereinafter referred to as "Coshocton Company".

Whereas under date of the 13th day of April, 1917, Owens Company and Coshocton Company entered into a license agreement. The Toledo Glass Company and The American Bottle Company consenting thereto, whereby Coshocton Company was granted the right to use Owens-bottle-making machines and other things furnished by Owens Company or covered by Letters Patent of the United States which Owens Company had the right to use for the manufacture of bottles for containing certain malted beverages, carbonated beverages and other beverages, said license agreement having been amended by agreement dated the thirty-first day of December, 1920; and

Whereas, in pursuance of the terms of said license, Owens Company furnished to Coshocton Company sundry machines and other things covered by Letters Patent of the United States of America, which Owens Company owns, [fol. 20638] or has the right to use, the title to such machines and other things remaining in Owens Company: and

Whereas Coshocton Company paid for the use of such machines and other things, under said license, a license fee substantially equivalent to the cost thereof to Owens Company, and Owens Company is willing that a portion of said license fee may be returned to Coshocton Company from the funds realized from the disposal of the machines and

other things, in the manner and to the extent as hereinafter provided;

Now, Therefore, It Is Agreed By and Among the Parties Hereto as Follows:

1. The said license agreement dated the 13th day of April, 1917, as amended on the 31st day of December, 1920, and all other licenses and rights heretofore granted by Owens Company to Coshocton Company, are hereby surrendered, cancelled and terminated.

2. If the plant of Coshocton Company in which such machines and other things are now installed, shall be sold by Coshocton Company to a person, firm or corporation which shall succeed, within the period of one year from the date hereof, in acquiring from the Owens Company a license for the use of such machines and other things, then, and in [fol. 20639] such case, Coshocton Company is hereby granted the right and privilege by Owens Company of assigning to such licensee all its rights and interests in such machines and other things on the best terms obtainable by it from such licensee, the title to such machines to remain at all times in Owens Company. Spare parts for such machines procured from Owens Company and now in the possession of Coshocton Company may be disposed of by Coshocton Company, but only to licensees of the Owens Company entitled to the use of similar machines. All such spare parts and all such machines not disposed of, as herein provided, within the period of one year from the date hereof, shall be by Coshocton Company either returned to Owens Company free on board cars at Toledo, Ohio, or destroyed, and evidence of such destruction, satisfactory to Owens Company, furnished to Owens Company in writing. Coshocton Company shall not have the right to use said machines or spare parts, or in any wise to dispose of the same, except as herein expressly provided.

3. Owens Company hereby waives, cancels and releases all claims for royalties, minimum or otherwise, and whether accrued or not, under said license, and Coshocton Company hereby waives, cancels and releases all claims against Owens Company under said license.

In Witness Whereof, The Owens Bottle Company and [fol. 20640] The Coshocton Glass Company have caused

their corporate names to be hereunto affixed by their respective Presidents or Vice-Presidents and their corporate seals to be attached by their respective Secretaries or Assistant Secretaries, all as of the day and year first above written.

The Owens Bottle Company, by —— —— (S.), Vice-President.

Attest: —— —— (S.), Assistant Secretary.

The Coshocton Glass Company, by —— —— (S.), President.

Attest: —— —— (S.), Secretary.

[fol. 20641] DEFENDANTS' EXHIBIT No. O-6020

License Agreement Between The Owens Bottle-Machine Company, Licensor, The American Bottle Company and Glenshaw Glass Company, Licensee.

Agreement made this 7th day of May, 1918, by and between The Owens Bottle-Machine Company, a corporation of Ohio, having its principal office at Toledo, Ohio, hereinafter termed "Licensor", Glenshaw Glass Company, a corporation of Pennsylvania, having its principal office at Glenshaw, Pennsylvania, hereinafter termed "Licensee", and The American Bottle Company, a corporation of Ohio, having its principal office at Toledo, Ohio.

Whereas said Licensor is the owner of sundry letters patent of the United States and also of sundry pending applications for letters patent of the United States for inventions pertaining to the manufacture of glass and glassware, and has the right to use and practice, and to grant to others the right to use and practice, the inventions covered by other letters patent of the United States and pertaining to such manufacture, and purposes to make, or cause to be made, application for, and to obtain, letters patent of the United States for other inventions pertaining to such manufacture; and

Whereas said Licensor has exceptional facilities for procuring, and is engaged in causing to be manufactured, [fol. 20642] machines and devices operating according to or embodying said inventions, or some of them, the respec-

tive types of which machines are by it designated by combinations of letters of the alphabet; and

Whereas said Licensee desires to acquire the right and license hereinafter granted; and

Whereas there is now outstanding an exclusive license granted to The Ohio Bottle Company, a corporation of Ohio, to practice the inventions and to use the machine in said license agreement specified, in and about the manufacture of sundry of the bottles hereinafter specified; and

Whereas The American Bottle Company has, by assignment, become, and is now, the owner of sundry of the rights and privileges granted by said license to said The Ohio Bottle Company, and of other rights granted by said Licensor directly to said The American Bottle Company;

Now, therefore, in consideration of the sum of one dollar ($1.00) by said Licensee paid to each said Licensor and said The American Bottle Company, receipt of which is hereby acknowledged, and of and upon condition of the full and complete performance and observance by said Licensee of each and all the conditions, promises, undertakings and agreements on its part to be done, performed and observed, contained in this agreement;

[fol. 20643] It is hereby agreed among the parties hereto as follows:

1. *License:* The Licensor and The American Bottle Company hereby grant to the Licensee a non-exclusive license to use, in and throughout that part of the United States of America situated on the continent of North America, excluding Alaska and the Panama Canal Zone, but not elsewhere, Owens bottle-making machines and all other things furnished by Licensor or covered by letters patent of the United States of America, the right to use which, and the right to grant to others the right to use which, in and about the manufacture thereof, is or shall be owned by Licensor, but only to the extent it has the right to grant such use, and only in and about the manufacture of not to exceed one hundred fifty thousand (150,000) gross per year, in the aggregate, of: (1) bottles for beer, porter, ale and all other malted beverages; (2) bottles for soda water, (but no siphon bottles), and all other carbonated beverages, other than fruit juices, wines and liquors; and (3) narrow-necked bottles for non-carbonated waters. Licensor and The American Bottle Company reserve to themselves, their suc-

cessors, assigns and licensees, the unlimited right to use and license others to use bottle-making machines and other things covered by said letters patent, in and about the manufacture of any and all such ware. Wherever the word "year" is used in this instrument, in reference to royalties or production of bottles, it shall be taken to mean the period of twelve months ending on August 31.

2. *Increased Production:* Licensee may, at any time during the term hereof, by notice to Licensor, in writing, of its [fol. 20644] desire and intention so to do, increase the maximum amount of ware permitted to be manufactured hereunder to three hundred thousand (300,000) gross per year.

3. *Capacity of Bottles:* None of the bottles manufactured hereunder shall have a capacity in excess of one (1) gallon.

4. *Use of Bottles:* Such bottles shall be by Licensee manufactured and sold to be used, and, so far as Licensee shall be able to control the use thereof, shall be used, only for containing the beverages above specified.

5. *Term:* So long as each and all the covenants, agreements and conditions in this indenture contained on the part of the Licensee to be performed, fulfilled and observed, shall be by it faithfully performed, fulfilled and observed, this license shall be and remain in full force and effect throughout the full term of any and all letters patent of the United States issued for improvements, inventions, processes and methods, the right to use which, and the right to grant to Licensee the right to use which, in and about the manufacture of the above described bottles, is now or shall hereafter be owned by Licensor or The American Bottle Company.

6. *Royalties:* Licensee shall pay to Licensor, at Licensor's office in Toledo, Ohio, or elsewhere, as Licensor may, from time to time, direct, as royalties or license fees for the rights and privileges hereby granted, thirty-three (33¢) per gross for all merchantable ware of the capacity of thirty-two (32) ounces or less, and twenty cents (20¢) per one hundred (100) pounds for all merchantable ware of more than thirty-two (32) ounce capacity manufactured by it under this license.

[fol. 20645] 7. *Reduction of Royalties:* If, at any time hereafter, during the continuance of this license, Licensor

shall grant any license to any other person, firm or corporation, other than to a corporation, a majority of whose capital stock is then owned by Licensor, giving to it the right to manufacture, by the aid of said machines and appliances, any of the hereinbefore specified bottles at a less royalty than herein specified, Licensor will notify Licensee of that fact, and Licensor will, as to such bottles, upon the demand of the Licensee, reduce the royalties herein specified to the amount specified as to such bottles in such other license; provided, however, that the Licensee herein shall be subject to, and bound by, such of the terms, covenants and conditions of said other license as Licensor herein may impose.

8. *Minimum Royalties.* During the year ending August 31, nineteen hundred and nineteen, Licensee shall pay royalties in respect of each of the first three (3) machines purchased as specified in paragraph numbered 12 hereof, at the rate hereinbefore specified, on not less than that proportion of twelve thousand, five hundred (12,500) gross of ware which the period from sixty (60) days after the installation thereof to the end of the year is of the whole year. Annually thereafter Licensee shall pay royalties at the rate hereinbefore specified on not less than thirty-seven thousand, five hundred (37,500) gross of ware. If Licensee shall install additional machines, then during the year in which each such additional machine is installed, Licensee shall pay royalties in respect thereof at the rate hereinbefore specified on not less than that proportion of twelve [fol. 20646] thousand, five hundred (12,500) gross of ware which the period from sixty (60) days after the installation of such machine to the end of the year is of the whole year. Annually thereafter Licensee shall pay royalties at the rate hereinbefore specified in respect of each such additional machine on not less than twelve thousand, five hundred (12,500) gross of ware. Provided, however, that, if Licensee exercises the option to increase its maximum production of ware hereunder to three hundred thousand (300,000) gross, then it shall pay annually thereafter royalties at the rate hereinbefore specified upon not less than two hundred thousand (200,000) gross of such ware.

If and whenever Licensee shall, for any reason or in any manner refuse, delay or obstruct the delivery or installation of any of said first three (3) machines, which Licensor is ready to deliver or install, as the case may be, the Licen-

sor may serve written notice upon the Licensee that such machine is completed and ready for delivery or installation, as the case may be, and such machine shall thereupon, for the purpose of determining the minimum royalties payable hereunder in respect thereof, be deemed completely installed at the expiration of thirty (30) days after the service of such notice.

9. *Minimum Royalties Reduced by Fire or Casualty:* In case the operation of all such machines and other things furnished by Licensor hereunder and covered by said letters patent is totally suspended during the period of thirty (30) or more consecutive days, by strikes, or by fire, flood or other unavoidable casualty that could not have been foreseen or prevented by Licensee, the minimum royalty [fol. 20647] payable during any year in which such suspension, in whole or in part, occurs, shall be reduced in the proportion that the number of days during which such suspension continues bears to three hundred and sixty-five (365); provided that Licensee shall forthwith, on the commencement of such suspension, notify Licensor thereof in writing and use and continue to use its utmost endeavors to remove the cause of such suspension and to resume operation as soon as possible; and provided, further, that such reduction of minimum royalty shall in no event amount to more than twenty-five percent (25%) of the minimum royalty in force and effect at the time such suspension began.

10. *Payment of Royalties:* The royalties herein stipulated shall be paid quarterly on the tenth day of each March, June, September and December for the product of the quarter ending with the last preceding calendar month. The installment payable each tenth of September shall be not less than sufficient to make the aggregate payments of such royalties for the period of one year then expired the minimum sum hereinbefore specified.

11. *Royalties Not Apportionable:* While this license is granted under several letters patent, the royalties payable hereunder are not apportionable and, so long as this license shall remain in effect, Licensee shall pay to Licensor the full amounts of the royalties herein specified.

12. *Machines:* Licensee hereby orders and agrees to pur- [fol. 20648] chase, and Licensor will, as promptly as practicable, cause to be manufactured for and sell to Licensee,

delivered f. o. b. cars at the factory of The Kent-Owens Machine Company, at Toledo, Ohio, three (3) Owens bottle-making machines of the AW type. Licensee will pay to Licensor for said machines a purchase price which shall equal the actual cost to Licensor of causing the same to be constructed and delivered, plus ten percent (10%) of said cost. Payment of the purchase price aforesaid shall be made by Licensee in cash as follows:

⅓ of the estimated price of all said machines upon the execution and delivery of this agreement;

⅓ of the estimated price of each machine upon the completion thereof and receipt of notice from Licensor that the same is ready for shipment; and

The unpaid balance of the price of each machine within thirty (30) days after said notice that the same is ready for shipment.

13. *Additional Machines:* Licensor will, from time to time, cause to be manufactured and delivered to Licensee such additional machines, of like or different types, and other things connected or used therewith, as Licensee shall order, and Licensee will pay to Licensor, for each AW machine, the cost of the same to Licensor, plus ten percent (10%) thereof, and for all other machines and other things Licensee will pay to Licensor the regular prices then charged by it to other Licensees; payment to be made in the manner specified in the last preceding paragraph. All such machines will be furnished by Licensor as promptly as Licensor, under reasonable business conditions, can accomplish the same.

[fol. 20649] 14. *Installation of Machines:* Licensee will furnish and prepare, to the approval of Licensor, all things necessary or proper for the installation of each machine and the appurtenances and appliances thereunto belonging and for the operation thereof to the best advantage. Licensor will, from time to time, upon the request and at the expense of Licensee, furnish all necessary plans and drawings therefor. Upon request of Licensee, and at the expense of Licensee, Licensor will install said machines, furnishing the necessary men for such purpose.

15. *Change in Location of Machines:* Licensee will, in writing, notify Licensor of any proposed change in the location of any machine and of the proposed new location

before such change is made, and will forthwith notify Licensor, in writing, of the new location when such change is completed.

16. *Purchase and Sale of Machines:* Licensee will purchase such machines and other things, and all of them, covered by said letters patent, from Licensor only, and will not purchase or procure the same from any other person or source, without the express permission, in writing, given in each instance by Licensor. Licensee will not sell such machines and other things, or any of them, covered by said letters patent, to any person, firm or corporation, except to a person, firm or corporation succeeding to its entire business, or to a corporation, of the entire capital stock of which Licensee shall be, from time of such sale, and thenceforward until such machines and other things cease entirely [fol. 20650] to be used or usable ni the manufacture of glassware shall remain, the legal or equitable owner; such machines and other things, if so used or usable, so sold to any such corporation to be and become forthwith the sole property of Licensor, if and when Licensee shall part with any portion of such capital stock.

17. *Repairs:* Licensor will, upon reasonable request, from Licensee, furnish to Licensee repair parts and extra parts for said machines, at the cost of the same to Licensor, plus ten percent (10%) thereof.

18. *Licensee Not to Change Machines:* Licensee will not, during the term of this license, add to or subtract from any of said machines or any mechanism now or hereafter organized or connected therewith by Licensor, nor make nor allow to be made any change or alteration in the same, nor interfere with the proper operation of the machines or of any mechanism forming a part thereof or attached thereto, nor remove nor deface any dates, numbers or inscriptions now or hereafter impressed thereon or affixed thereto by Licensor.

19. *Suits for Infringement:* Licensee will immediately give notice to Licensor of any and all claims and suits for infringement because of the use of said machines, which may be made or brought against Licensee or against any officer, employe or other person or corporation acting under orders or permission derived from it, and will permit Licensor to assume and conduct the defense of such suits.

[fol. 20651] 20. *Infringement of Patents:* Licensee will immediately notify Licensor of any and all infringements of any letters patent under which a license hereby is, or pursuant to the provisions hereof shall be, granted, which shall come to its knowledge.

21. *Validity of Patents Acknowledged:* Licensee hereby acknowledges the validity of the above mentioned patents, and each of them, and of any and all patents which Licensor or The American Bottle Company may now or hereafter own or control or have the right to use, and which come within the scope of this agreement, for the full face value of each of the claims thereof, and Licensee will not, during the life of any of said letters patent, or of any extension or re-issue thereof, directly or indirectly contest the validity of any claim or claims thereof, nor in any way directly or indirectly question the scope thereof, nor aid, abet or encourage any person, firm or corporation so to do; but at all times and in all respects will recognize and concede the validity of each of the letters patent as to which license rights are granted or agreed or intended to be granted hereunder, for the full face value of each and every of the claims thereof, and this covenant and agreement may be used with full force and effect in any litigation relating to any of said letters patent, to which either of the parties hereto may be a party or privy.

22. *Patents Deemed Valid:* No patent under or in respect of which a license hereby is or is intended or agreed to be [fol. 20652] granted shall be deemed invalid unless and until finally so adjudicated in an action or suit in which the Licensor shall have been duly made a party, or shall have had due and proper opportunity to conduct the prosecution or defense, as the case may be, in and by the court of last resort, to which such action shall be taken, by appeal or otherwise.

23. *Licensee to Assign its Patents:* All rights, licenses and privileges, including patents and applications therefor, which Licensee now owns or has the right to acquire, own, control, or possess, or may at any time hereafter acquire or have the right to acquire, own, control or possess, or which now are or hereafter may be owned or controlled by any corporation, a majority of the capital stock of which Licensee may own or control, in and to any and all im-

provements, inventions and discoveries of, in or pertaining to machines for blowing glass, or for the manufacture of containers or any and all kinds, made in whole, or in part, of glass, and of, in or pertaining to supplying such machines with glass, and all improvements thereon, shall be transferred and belong to, and be the absolute property of Licensor; excepting, however, the inventions described in and covered by the application for letters patent of the United States filed in the year 1917 by Licensee under Serial No. 200,670, in respect of a double turret bottle-blowing machines with pneumatically operated lift-out and blowhead, and excepting also the letters patent of the United States, Serial No. 1,211,611, issued for a lift-out for bottle-making machines. Licensee will promptly and fully, as it shall learn thereof, disclose to Licensor all such inventions, improvements and discoveries, and Licensor shall have the right to [fol. 20653] examine, develop and experiment therewith. At the election and expense of Licensor, Licensee will, from time to time, cause applications for patents of the United States and foreign countries to be made therefor and to be assigned to Licensor. All such inventions and patents shall thereupon be included within the terms of this license, provided that, if Licensor shall not, within a reasonable time after full disclosure to it concerning any such inventions, improvement or discovery, elect to have applications for patents made at its expense, or if, after any such application shall have been made, it shall abandon the same, then and in every case Licensor shall be deemed ot have declined the same, and the same shall belong to Licensee, without any claim of the Licensor thereto.

24. *Licensee's Employees to Assign Patents:* Licensee will, upon being supplied by Licensor with proper blanks therefor, use its best efforts to have each and every manager, superintendent, engineer, machinist and mechanic operating, having charge of, or working upon or about any such machine or the mechanism in connection therewith, execute, in consideration of his employment, a contract to the effect that any and all improvements upon or of any of the inventions in respect of which this license is granted and any and all inventions, improvements and discoveries tending or intended to accomplish, in whole or in part, the same work as any of the inventions in respect of which this license is granted, which shall be by him, in whole or in

part, made or invented during the period of his employment, and all improvements thereon, shall be the property of Licensor and shall be promptly submitted to Licensor, which shall have the option to take and own the same, and that, upon the election by Licensor to take and own the same, [fol. 20654] such person will, at the expense of Licensor, make application for United States and foreign patents therefor, and assign such application to Licensor, which shall be the absolute owner thereof. All such inventions and patents shall thereupon be included within the terms of this license.

25. *Licensee to Keep Books and Records:* Licensee will keep proper and suitable books and records, showing accurately and fully the length of time each machine operates each day, and the number, kind and capacity of bottles produced thereon. All books and records of Licensee pertaining to the manufacture, sale or other disposal of all bottles manufactured by it by whatever machine, method or process, shall, at all times, be open to the inspection of any officer or authorized agent of Licensor, who shall also, at all reasonable times, have free access to any factory in which any such machine is used.

26. *Statements of Operation by Licensee:* Licensee will render to Licensor, at Tooledo, Ohio, daily, a statement or statements, showing the number, kind and capacity of all bottles manufactured by Licensee, and by all persons and corporations claiming under it, on the preceding day, by each machine furnished hereunder, and by each other machine, method or process, and shall render to Licensor, at Toledo, Ohio, on or before the tenth day of each March, June, September and December, a statement or statements, showing the number, kind and capacity of all bottles manufactured by Licensee, and by all persons and corporations [fol. 20655] claiming under it, during the quarter ending with the preceding calendar month, by each machine furnished hereunder and by each other machine, method or process.

27. *Exportation by Licensee:* No bottles manufactured by Licensee hereunder, by and with the aid of said machines and other things, covered by said letters patent, shall be by Licensee exported to places outside that part of the United States of America situated on the continent of North

America, or to Alaska, or to the Panama Canal Zone, unfilled with products for containing which the same are designed and manufactured, and any bottles so manufactured by Licensee shall be exported only at the risk of the exporter thereof; Licensor not granting nor undertaking to grant any right whatever for the exportation of such bottles.

28. *Assignability:* This license is personal to the Licensee and shall not be assignable by it, except to a person, firm or corporation succeeding to its entire business, or to a corporation of the entire capital stock of which Licensee shall be, from the time of such assignment, and thenceforward throughout the entire term of this license shall remain, the legal or equitable owner; this license being revocable at the option of Licensor if Licensee shall part with any portion of said capital stock of said assignee corporation. Licensee shall grant no sub-license thereunder.

29. *Cancellation for Non-Performance:* In case of any default, neglect or omission by Licensee, or its successors [fol. 20656] or assigns, to perform, fulfill and observe any one or more of the covenants, agreements, terms and conditions in this license contained by it to be performed, the Licensor may enforce the same by any lawful proceeding and may also give to the Licensee, or its successors or assigns, written notice of such refusal, neglect or omission, and that, unless the same shall, within ninety (90) days thereafter, be fully repaired, removed, remedied and made good, all rights of Licensee, its successors and assigns hereunder will thereupon entirely cease and determine and, if Licensee, its successors or assigns, shall fail fully to repair, remove, remedy and make good all neglects, refusals or omissions on account of which the notice is given, on or before the expiration of said ninety (90) days, the license hereby granted to Licensee and all rights hereunder of the Licensee, its successors and assigns, shall be wholly at an end, and Licensor shall be relieved from all its obligations to Licensee herein, but Licensee, and its successors and assigns, shall not thereby be relieved from the acknowledgment and covenant hereinbefore contained of the validity of said patents, nor from any obligation or liability to the Licensor accrued hereunder.

30. *Wrongful Use of Machines:* If Licensee shall use or suffer to be used any of such machines or the appliances

and mechanism furnished therewith by Licensor for any other purpose than for the manufacture of the hereinbefore specified bottles, or for the manufacture of more than the number thereof hereinbefore specified, Licensor may, at its option, cancel this license in the manner provided in the next preceding paragraph, or demand and collect from Licensee royalties on such ware, so wrongfully manufactured, at double the rate hereinabove provided. [fol. 20657] Such option shall be separately exercisable in respect of each or several or successive breaches.

31. *Return of Machines:* Upon the termination or cancellation of this license, from any cause whatsoever, the said machines and other mechanism and appliances furnished by Licensor in connection therewith shall be released and discharged from this license, and neither the Licensee nor any one claiming under it shall have any right to use the same in the manufacture of glassware, and Licensor shall have the right to take the sole and exclusive possession thereof, and may, by its proper agents, if it exercise such right, enter upon the premises of Licensee and remove such machines, mechanism and aappliances, without being deemed guilty of any trespass or tort; provided, however, that Licensor shall, if it takes possession of such machines, mechanism and appliances, pay to the Licensee the amount theretofore paid by Licensee to Licensor for such machines, mechanism and appliances, less a depreciation charge of fifteen percent (15%) for each year elapsing since the same were furnished by Licensor, and less any diminution of value arising from damage or injury, other than the usual and ordinary wear and tear. For the purposes of such depreciation charge, any fraction of a year shall be counted as a whole year.

32. *Further Assurance:* Each party hereto, and its successors and assigns, will, upon reasonable request, make, execute and deliver all such further written instruments as may be necessary or proper to effectuate the agreements hereby made or undertaken to be made, or for more conveniently evidencing the same.

[fol. 20658] 33. *Waiver of Breaches:* Any waiver by Licensor of any breach of any covenant herein contained shall not be deemed a waiver of, or excuse or permit for, any future breach of the same or any other covenant hereof.

34. *Invalidity of Any Term:* If, at the instance of any person, other than Licensor or The American Bottle Company, any covenant, term or condition hereof shall be, by any Court or other competent authority having power or jurisdiction so to do, declared void or unenforceable, Licensor shall have the option, during thirty (30) days thereafter, to declare the whole agreement cancelled, whereupon all rights of the Licensee hereunder shall forthwith cease and determine, or to retain and continue in full effect this agreement in all its covenants, terms and conditions, except the covenants, terms and conditions so declared void or unenforceable.

35. *Covenants Binding on Successors and Assigns:* All the covenants, terms, conditions and provisions of this license shall inure to the benefit of, and be binding upon, the successors and assigns of the several parties hereto, respectively, and upon all others lawfully deriving rights or authorities from, through or under any of them, subject, nevertheless, to all the conditions and reservations herein specified.

In Witness Whereof the parties hereto have caused their respective corporate names and seals to be hereunto signed and affixed by their respective Presidents or Vice-Presidents, and attested by their respective Secretaries or As-[fol. 20659] sistant Secretaries, on the day and year first above written.

The Owens Bottle-Machine Company, By Wm. S. Walbridge, Vice-President.

Attest:—

H. H. Baker, Ass't. Secretary. (Seal.)

The American Bottle Company, By M. W. Jack, President.

Attest:—

J. P. Curran, Ass't. Secretary.

Glenshaw Glass Company, By J. J. Beck, President.

Attest:—

J. J. Meyer, Secretary.

Approved as to form:—

Lloyd T. Williams. Counsel 5/3/18.

[fol. 20660] DEFENDANTS' EXHIBIT No. O-6021

Surrender of License between The Owens Bottle-Machine Company, Licensor, The American Bottle Company, and Glenshaw Glass Company, Licensee.

Agreement, made this 30th day of April, 1920, by and between The Owens Bottle Company, formerly known as The Owens Bottle-Machine Company, a corporation of Ohio, having its principal office at Toledo, Ohio, hereinafter termed "Owens Company", Glenshaw Glass Company, a corporation of Pennsylanvia, having its principal office at Glenshaw, Pennsylvania, hereinafter termed "Glenshaw Company", and The American Bottle Company, a corporation of Ohio, having its principal office at Toledo, Ohio, hereinafter termed "American Company".

Whereas, under date of the 7th day of May, 1918, the parties hereto entered into a license agreement, whereby Glenshaw Company was granted the right to use, for the manufacture of not to exceed 150,000 gross each year, in the aggregate, of (1) bottles for beer, porter, ale and all other malted beverages; (2) bottles for soda water (but [fol. 20661] no siphon bottles) and all other carbonated beverages, other than fruit juices, wines and liquors; and (3) narrow-necked bottles for non-carbonated waters, Owens bottle-making machines and other things furnished by the Licensor therein or covered by letters patent of the United States of America, the right to use which, and the right to grant to others the right to use which, in and about the manufacture thereof, is or shall be owned by said Licensor in the places and for the time and subject to the terms and conditions set forth in said license; and

Whereas Glenshaw Company now desires to surrender its said license, dated May 7, 1918, and to be relieved from the obligations thereby imposed, and to be repaid certain moneys heretofore paid by it to Owens Company on account of such license, and Owens Company is willing to accept such surrender and repay such moneys;

Now, Therefore, it is Agreed by and between the parties hereto as follows:

1. The said license agreement, dated the 7th day of May, 1918, is hereby surrendered, cancelled and terminated.

[fol. 20662] 2. Glenshaw Company hereby acknowledges receipt from Owens Company of the sum of seven thousand

dollars ($7,000), being the amount advanced by Glenshaw Company on account of three (3) A W bottle-machines, pursuant to said license, and hereby waives and discharges all claims of whatsoever nature against Owens Company and American Company.

3. Owens Company and American Company hereby waive and discharge all claims arising under said license against Glenshaw Company.

In Witness Whereof, the parties have hereunto caused their corporate names to be signed by their respective Presidents or Vice-Presidents, and their corporate seals to be attached by their respective Secretaries or Assistant Secretaries, on the day and year first above written.

The Owens Bottle Company, By .....(S)
Vice-President.

Attest:

.....(S) Assistant Secretary.

The American Bottle Company, By .....(S)
President.

Attest:

.....(S) Secretary.

Glenshaw Glass Company, By .....(S)
President.

Attest:

.....(S) Secretary.

Approved as to form:

.....(S) 4/21/20.

[fol. 20663] DEFENDANTS' EXHIBIT No. O-6022

License Agreement between The Owens Bottle-Machine Company, Licensor, and Turner Brothers Company, Licensee.

Agreement made this 9th day of September, 1918, by and between The Owens Bottle-Machine Company, a corporation of Ohio, having its principal office at Toledo, Ohio, hereinafter termed "Licensor" and Turner Brothers Company, a corporation of Indiana, having its principal office at Terre Haute, Indiana, hereinafter termed "Licensee".

Whereas said Licensor is the owner of sundry letters patent of the United States for inventions pertaining to the manufacture of glass and glassware, and has the right to use and practice, and to grant to others the right to use and practice, the inventions covered by other letters patent of the United States and pertaining to such manufacture; and

Whereas said Licensor has exceptional facilities for procuring, and is engaged in causing to be manufactured, machines and devices operating according to or embodying said inventions, or some of them, the respective types of which machines are by it designated by combinations [fol. 20664] of letters of the alphabet and otherwise; and

Whereas Licensee desires to acquire the right and license to use five (5) AW Graham type machines and other things used in connection therewith and furnished by Licensor, or covered by letters patent of the United States, the right to use which, and the right to grant to others the right to use which, in and about the manufacture of the bottles hereinafter mentioned, is owned by Licensor:

Now, Therefore, in consideration of the sum of one dollar ($1.00) by Licensee paid to Licensor, the receipt of which is hereby acknowledged, and of and upon the condition of the full and complete performance and observance by Licensee of each and all of the conditions, promises, undertakings and agreements on its part to be done, performed and observed, contained in this agreement;

It is hereby agreed between the parties hereto as follows:

1. *License:* Licensor hereby grants to Licensee the right and license to use in and throughout that part of the United States of America, situated on the continent of North America, excluding Alaska and the Panama Canal Zone, but not elsewhere, five (5) AW Graham type bottle-making machines as now constructed and all other things used in connection therewith furnished by Licensor, or covered by letters patent of the United States of America, the right to use which, and the right to grant to Licensee the right to use which, in and about the manufacture of the bottles hereinafter mentioned, is owned by Licensor, but only to the extent Licensor has the right to grant such use and [fol. 20665] only in and about the manufacture of narrow-necked bottles for containing catsup, chili sauce, salad dressing and non-carbonated fruit juices. Licensor re-

serves to itself, its successors, assigns and licensees, the unlimited right to use, and license others to use, bottle-making machines and other things covered by said letters patent, in and about the manufacture of any and all such ware.

2. *"Year" Defined:* Wherever the word "year" is used in this instrument, unless otherwise specifically defined, it shall be taken to mean the period of twelve (12) months ending on each August 31.

3. *Capacity of Bottles:* None of the bottles manufactured hereunder shall have a capacity in excess of one (1) gallon.

4. *Use of Bottles:* Such bottles shall be by Licensee manufactured and sold to be used, and, so far as Licensee shall be able to control the use thereof, shall be used, only for containing the articles above specified.

5. *Term:* So long as each and all the covenants, agreements, and conditions in this indenture contained on the part of the licensee to be performed, fulfilled and observed, shall be by it faithfully performed, fulfilled and observed, this license shall be and remain in full force and effect throughout the full term of any and all letters patent of the United States now issued, which are embodied in said AW Graham type of bottle-making machines as now constructed.

[fol. 20666] 6. *Royalties:* Licensee shall pay to Licensor at Licensor's office in Toledo, Ohio, or elsewhere, as Licensor may from time to time direct, as royalties for the rights and privileges hereby granted, fifteen cents (15¢) per gross for all merchantable ware less than seven (7) ounces in weight, twenty cents (20¢) per gross for all merchantable ware from seven (7) ounces in weight to twelve (12) ounces in weight, both inclusive, and twenty cents (20¢) per hundred weight for all merchantable ware over twelve (12) ounces in weight, manufactured by it under this license.

7. *Reduction of Royalties:* If, at any time hereafter, during the continuance of this license, Licensor shall grant any license to any other person, firm or corporation, other than to a corporation, a half or more of whose capital stock is then owned by Licensor, giving to it the right to manufacture, by the aid of said machines and appliances, any

of the hereinbefore specified bottles at a less royalty than herein specified, Licensor will notify Licensee of that fact, and Licensor will, as to such bottles, upon the demand of the Licensee, reduce the royalties herein specified to the amount specified as to such bottles in such other license; provided, however, that the Licensee herein shall be subject to, and bound by, such of the terms, covenants and conditions of said other license as Licensor may impose.

8. *Minimum Royalties:* During the year ending August 31, 1919, Licensee shall pay royalties in respect of each of said five (5) machines, at the rates hereinbefore specified, on not less than that proportion of twelve thousand, five [fol. 20667] hundred (12,500) gross of ware which the period from sixty (60) days after the installation thereof to the end of the year is of the whole year. Annually thereafter Licensee shall pay royalties at the rates hereinbefore specified, on not less than sixty-two thousand, five hundred (62,500) gross of ware. The royalties payable hereunder in respect of bottles not actually manufactured shall be divided among the three several rates above specified in the same proportion that the royalties payable on bottles actually manufactured are divided among said three rates, and if no bottles be actually manufactured then at the rate making the greatest return to Licensor. If, and whenever, Licensee shall, for any reason, or in any manner, refuse, delay or obstruct the delivery or installation of any of said five (5) machines, which Licensor is ready to deliver or install, as the case may be, the Licensor may serve written notice upon the Licensee that such machine is completed and ready for delivery or installation, as the case may be, and such machine shall thereupon, for the purpose of determining the minimum royalties payable hereunder in respect thereof, be deemed completely installed at the expiration of thirty (30) days after the service of such notice.

9. *Minimum Royalties Reduced by Fire or Casualty:* In case the operation of all such machines and other things furnished by Licensor hereunder and covered by said letters patent is totally suspended during the period of thirty (30) or more consecutive days, by strikes, or by fire, flood or other unavoidable casualty that could not have been foreseen or prevented by Licensee, the minimum royalty [fol. 20668] payable during any year in which such sus-

pension, in whole or in part, occurs, shall be reduced in the proportion that the number of days during which such suspension continues bears to three hundred and sixty-five (365) provided that Licensee shall forthwith, on the commencement of such suspension, notify Licensor thereof in writing and use and continue to use its utmost endeavors to remove the cause of such suspension and to resume operation as soon as possible; and provided further, that such reduction of minimum royalty shall in no event amount to more than twenty-five percent (25%) of the minimum royalty in force and effect at the time such suspension began.

10. *Payment of Royalties:* The royalties herein stipulated shall be paid quarterly on the tenth day of each March, June, September and December for the product of the quarter ending with the last preceding calendar month. The installment payable each tenth of September shall be not less than sufficient to make the aggregate payments of such royalties for the period of one year then expired the minimum sum hereinbefore specified.

11. *Royalties Not Apportionable:* While this license is granted under several letters patent, the royalties payable hereunder are not apportionable and, so long as this license shall remain in effect, Licensee shall pay to Licensor the full amounts of the royalties herein specified.

12. *Machines and License Fees:* Licensor will, as promptly [fol. 20669] as practicable, cause to be manufactured and delivered to Licensee, f. o. b. cars at the factory of The Kent-Owens Machine Company, at Toledo, five (5) AW Graham type of bottle-making machines and the other things used in connection therewith and customarily furnished by Licensor. Licensee will pay to Licensor as license fees for the use of said machines and other things, a sum which shall equal the actual cost to Licensor of causing the same to be constructed and delivered, plus ten percent (10%) of such cost. Payment of said license fees aforesaid shall be made by Licensee as follows:

As soon as the exact amount of such license fees is determined by Licensor it shall advise Licensee thereof and Licensee shall forthwith execute and deliver to Licensor its five several promissory notes, each in the amount of one fifth of such license fees, bearing the same date as this

license, and payable to the order of Licensor at Northern National Bank, Toledo, Ohio, on or before one, two, three, four and five years respectively, after date thereof, with interest at the rate of six per cent per annum from date thereof, payable semi-annually. Licensee may make partial payments on said notes or any of them at any time and covenants and agree to pay said notes and the interest thereon as they shall fall due and payable.

13. *Additional Machines and Mechanism:* If any of said machines, or the mechanism used in connection therewith and furnished by Licensor, shall be destroyed or so in- [fol. 20670] jured that they cannot be satisfactorily repaired, Licensor will replace said machines or other mechanism so destroyed or injured with similar machines or mechanism, upon payment to the Licensor of the cost of same to Licensor, plus ten per cent (10%) thereof, and upon delivery to Licensor of such machines or mechanism so destroyed or injured, such payment to be made in the manner specified in the last preceding paragraph. All such machines and other mechanism shall be furnished by Licensor as promptly as Licensor, under reasonable business conditions, can accomplish the same.

14. *Installation of Machines:* Licensee will furnish and prepare, to the approval of Licensor, all things necessary or proper for the installation of each machine and the appurtenances and appliances thereunto belonging and for the operation thereof to the best advantage. Licensor will, from time to time, upon the request and at the expense of Licensee, furnish all necessary plans and drawings therefor. Upon request of Licensee, and at the expense of Licensee, Licensor will install said machines, furnishing the necessary men for such purpose.

15. *Change in Location of Machines:* Licensee will, in writing, notify Licensor of any proposed change in the location of any machines and of the proposed new location befor such change is made, and will forthwith notify Licensor, in writing, of the new location when such change is completed.

16. *Purchase and Disposition of Machines:* Licensee will procure such machines and other things, and all of them, [fol. 20671] covered by said letters patent, from Licensor

only, and will not purchase or procure the same from any other person or source, without the express permission, in writing, given in each instance by Licensor. Licensee will not grant or assign or attempt to grant or assign any rights to or in respect of such machines and other things, or any of them, covered by said letters patent, to any person, firm or corporation, except to a person, firm or corporation succeeding to its entire business, or to a corporation, of the entire capital stock of which Licensee shall be, from the time of such assignment or grant, and thenceforward until such machines and other things cease entirely to be used or usable in the manufacture of glassware shall remain, the legal or equitable owner.

17. *Repairs:* Licensor will, upon reasonable request from Licensee, furnish to Licensee repair parts and extra parts for said machines, and other things, at the cost of the same to Licensor, plus ten per cent (10%) thereof.

18. *Licensee Not to Change Machines:* Licensee will not, during the term of this license, add to or subtract from any of said machines or any mechanism now or hereafter organized or connected therewith by Licensor, nor make nor allow to be made any change or alteration in the same, nor interfere with the proper operation of the machines or of any mechanism forming a part thereof or attached thereto, nor remove nor deface any dates, numbers or inscriptions now or hereafter impressed thereon or affixed thereto by Licensor.

[fol. 20672] 19. *Title to Machines and Insurance Thereon:* The title to said machines and other things furnished by Licensor shall at all times be and remain in the Licensor. Licensee shall, at its expense, upon delivery of said machines to it, cause them to be insured to their full value against loss or damage by fire, in companies acceptable to Licensor, making the policies therefor payable to Licensor and Licensee as their interests might appear, and depositing such policies with Licensor.

20. *Taxes:* Licensee will pay all taxes and public charges assessed against or in respect of said machines and other things furnished by Licensor, as aforesaid, and will reimburse Licensor for any amounts Licensor is compelled to pay on account thereof.

21. *Suits for Infringement:* Licensee will immediately give notice to Licensor of any and all claims and suits for infringement because of the use of said machines, or other things, which may be made or brought against Licensee or against any officer, employe or other person or corporation acting under orders or permission derived from it, and will permit Licensor to assume and conduct the defense of such suits.

22. *Infringement of Patents:* Licensee will immediately notify Licensor of any and all infringements of any letters patent under which a license hereby is, or pursuant to the provisions hereof shall be, granted, which shall come to its knowledge.

[fol. 20673] 23. *Validity of Patents Acknowledged:* Licensee hereby acknowledges the validity of the above mentioned patents, and each of them, and of any and all patents which Licensor may now or hereafter own or control or have the right to use, and which come within the scope of this agreement, for the full face value of each of the claims thereof, and Licensee will not, during the life of any of said letters patent, or of any extension or re-issue thereof, directly or indirectly contest the validity of any claim or claims thereof, nor in any way directly or indirectly question the scope thereof, nor aid, abet or encourage any person, firm or corporation so to do; but at all times and in all respects will recognize and concede the validity of each of the letters patent as to which license rights are granted or agreed or intended to be granted hereunder, for the full face value of each and every of the claims thereof, and this covenant and agreement may be used with full force and effect in any litigation relating to any of said letters patent, to which either of the parties hereto may be a party or privy.

24. *Patents Deemed Valid:* No patent under or in respect of which a license hereby is or is intended or agreed to be granted shall be deemed invalid unless and until finally so adjudicated in an action or suit in which the Licensor shall have been duly made a party or shall have had [fol. 20674] due and proper opportunity to conduct the prosecution or defense, as the case may be, in and by the court of last resort, to which such action shall be taken, by appeal or otherwise.

25. *Licensee to Assign Its Patents:* All rights, licenses and privileges, including patents and applications therefor, which Licensee now owns or has the right to acquire, own, control or possess, or may at any time hereafter during the term of this license, acquire or have the right to acquire, own, control or possess, or which now are or hereafter during the term of this license may be owned or controlled by any corporation, a majority of the capital stock of which Licensee may own or control, in and to any and all improvements, inventions, and discoveries of, in or pertaining to machines for blowing glass, or for the manufacture of containers of any and all kinds, made in whole, or in part, of glass, and of, in or pertaining to supply such machines with glass, and all improvements thereon, shall be transferred and belong to, and be the absolute property of, Licensor. Licensee will promptly and fully as it shall learn thereof, disclose to Licensor all such inventions, improvements and discoveries, and Licensor shall have the right to examine, develop and experiment therewith. At the election and expense of Licensor, Licensee will, from time to time, cause applications for patents of the United States and foreign countries to be made therefor and to be assigned to Licensor. All such inventions and patents shall thereupon be [fol. 20675] included within the terms of this license, provided that, if Licensor shall not, within a reasonable time after full disclosure to it concerning any such invention, improvement or discovery, elect to have applications for patents made at its expense, or if, after any such application shall have been made, it shall abandon the same, then and every such case Licensor shall be deemed to have declined the same, and the same shall belong to Licensee, without any claim of the Licensor thereto.

26. *Licensee's Employees to Assign Patents:* Licensee will, upon being supplied by Licensor with proper blanks therefor, use its best efforts to have each and every manager, superintendent, engineer, machinist and mechanic operating, having charge of, or working upon or about any such machine or the mechanism in connection therewith, execute, in consideration of his employment, a contract to the effect that any and all improvements upon or of any of the inventions in respect of which this license is granted and any and all inventions, improvements and discoveries tending or intended to accomplish, in whole or in part, the

same work as any of the inventions in respect of which this license is granted, which shall be by him, in whole or in part, made or invented during the period of his employment, and before the expiration of this license, and all improvements thereon, shall be the property of Licensor and shall be promptly submitted to Licensor, which shall have the option to take and own the same, and that, upon the election by Licensor to take and own the same, such person [fol. 20676] will, at the expense of Licensor, make application for United States and foreign patents therefor, and assign such application to Licensor, which shall be the absolute owner thereof. All such inventions and patents shall thereupon be included within the terms of this license.

27. *Licensee to Keep Books and Records:* Licensee will keep proper and suitable books and records, showing accurately and fully the length of time each machine operates each day, and the number, kind and capacity of bottles produced thereon. All books and records of Licensee pertaining to the manufacture, sale or other disposal of all bottles manufactured by it by whatever machine, method or process, shall, at all times, be open to the inspection of any officer or authorized agent of Licensor, who shall also, at all reasonable times, have free access to any factory in which any such machine is used.

28. *Statements of Operation by Licensee:* Licensee will render to Licensor, at Toledo, Ohio, daily, a statement or statements, showing the number, kind and capacity of all bottles manufactured by Licensee, and by all persons and corporations claiming under it, on the preceding day, by each machine furnished hereunder, and by each other machine, method or process, and shall render to Licensor, at Toledo, Ohio, on or before the tenth day of each March, June, September and December, a statement or statements, [fol. 20677] showing the number, kind and capacity of all bottles manufactured by Licensee, and by all persons and corporations claiming under it, during the quarter ending with the preceding calendar month, by each machine furnished hereunder and by each other machine, method or process.

29. *Exportation by Licensee:* No bottles manufactured by Licensee hereunder, by and with the aid of said ma-

chines and other things, covered by said letters patent, shall be by Licensee exported to places outside that part of the United States of America situated on the continent of North America, or to Alaska, or to the Panama Canal Zone, unfilled with products for containing which the same are designed and manufactured, and any bottles so manufactured by Licensee shall be exported only at the risk of the exporter thereof; Licensor not granting nor undertaking to grant any right whatever for the exportation of such bottles.

30. *Assignability:* This license is personal to the Licensee and shall not be assignable by it, except to a person, firm or corporation succeeding to its entire business, or to a corporation of the entire capital stock of which Licensee shall be, from the time of such assignment, and thenceforward throughout the entire term of this license shall remain, the legal or equitable owner; this license being revocable at the option of Licensor if Licensee shall part with [fol. 20678] any portion of said capital stock of said assignee corporation. Licensee shall grant no sub-license hereunder.

31. *Cancellation of License:* In case of any default, neglect or omission by Licensee, or its successors or assigns, to perform, fulfill and observe any one or more of the covenants, agreements, terms and conditions in this license contained by it to be performed, or to pay said promissory notes or the interest thereon as they fall due and payable, the Licensor may enforce the same by any lawful proceeding and may also give to the Licensee, or its successors or assigns, written notice of such refusal, neglect or omission, and that, unless the same shall, within ninety (90) days thereafter, be fully repaired, removed, remedied and made good, all rights of Licensee, its successors and assigns, hereunder will thereupon entirely cease and determine and, if Licensee, its successors or assigns, shall fail fully to repair, remove, remedy and make good all neglects, refusals or omissions on account of which the notice is given, on or before the expiration of said ninety (90) days, the license hereby granted to Licensee and all rights hereunder of the Licensee, its successors and assigns, shall be wholly at an end, and Licensor shall be relieved from all its obligations

to Licensee herein, but Licensee, and its successors and assigns, shall not thereby be relieved from the acknowledgement and covenant hereinbefore contained of the validity of said patents, nor from any obligation or liability to the [fol. 20679] Licensor accrued hereunder. Licensor shall have the option to terminate this license if Licensee, its successors or assigns, in the ownership of this license, shall be adjudicated a bankrupt, or make a general transfer or assignment of its or their property, for the benefit of creditors, or if its or their property, including this license, shall be sold by judicial process.

32. *Wrongful Use of Machines:* If Licensee shall use or suffer to be used any of such machines or the appliances and mechanism furnished therewith by Licensor for any other purpose than for the manufacture of the hereinbefore specified bottles, Licensor may, at its option, cancel this license in the manner provided in the next preceding paragraph, or demand and collect from Licensee royalties on such ware, so wrongfully manufactured, at double the rate hereinabove provided. Such option shall be separately exercisable in respect of each of several or successive breaches.

33. *Return of Machines:* Upon the termination or cancellation of this license, from any cause whatsoever, the said machines and other mechanism and appliances furnished by Licensor in connection therewith shall be released and discharged from this license, and neither the Licensee nor any one claiming under it shall have any right to use the same in the manufacture of glassware, and Licensor shall have the right to take the sole and exclusive possession thereof, or any thereof, and may, by its proper agents, [fol. 20680] if it exercise such right, enter upon the premises of Licensee and remove such machines, mechanism and appliances, as it may elect without being deemed guilty of any trespass or tort; provided, however, that Licensor shall, if it takes possession of any such machines, mechanism and appliances, pay to the Licensee the amount theretofore paid by Licensee to Licensor by way of license fees for such machines, mechanism and appliances so taken, less a depreciation charge of fifteen percent (15%) for each

year elapsing since the same were furnished by Licensor, and less any diminution of value arising from damage or injury, other than the usual and ordinary wear and tear. For the purposes of such depreciation charge, any fraction of a year shall be counted as a whole year.

34. *Further Assurance:* Each party hereto, and its successors and assigns, will, upon reasonable request, make, execute and deliver all such further written instruments as may be necessary or proper to effectuate the agreements hereby made or undertaken to be made, or for more conveniently evidencing the same.

35. *Waiver of Breaches:* Any waiver by Licensor of any breach of any covenant herein contained shall not be deemed a waiver of, or excuse or permit for, any future breach of the same or any other covenant hereof.

[fol. 20681] 36. *Invalidity of Any Term:* If, at the instance of any person, other than Licensor, any covenant, term or condition hereof shall be, by any court or other competent authority having power or jurisdiction so to do, declared void or unenforceable, Licensor shall have the option, during thirty (30) days thereafter, to declare the whole agreement cancelled, whereupon, all rights of the Licensee hereunder shall forthwith cease and determine, or to retain and continue in full effect this agreement in all its covenants, terms and conditions, except the covenants, terms and conditions so declared void or unenforceable.

37. *Covenants Binding on Successors and Assigns:* All the covenants, terms, conditions and provisions of this license shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto, respectively, and upon all others lawfully deriving rights or authorities from, through or under any of them, subject, nevertheless, to all the conditions and reservations herein specified.

In witness whereof the parties hereto have caused their respective corporate names and seals to be hereunto signed and affixed by their respective Presidents or Vice-Presi-[fol. 20682] dents, and attested by their respective Secre-

taries or Assistant Secretaries, on the day and year first above written.

The Owens Bottle-Machine Company, by J. D. Biggers, Vice-President. (Seal.)

Attest: H. H. Baker, Asst. Secretary.

Turner Brothers Company, by C. W. Turner, President. (Seal.)

Attest: L. L. Turner, Secretary.

Approved as to form: Lloyd T. Williams. Counsel, 6/7/18. Counsel, 8/24/18.

[fol. 20683] DEFENDANTS' EXHIBIT No. O-6023

Agreement made this 24th day of December, 1919, between The Owens Bottle Company, a corporation of Ohio, having its principal office at Toledo, Ohio, hereinafter termed "Licensor" and Turner Brothers Company, a corporation of Indiana, having its principal office at Terre Haute, Indiana, hereinafter termed "Licensee":

Whereas the parties have heretofore, on the 9th day of September, 1918, entered into a certain license agreement whereby a license was granted to Licensee to manufacture certain glassware by means of certain machines and devices protected by letters patent of the United States owned or controlled by Licensor; and

Whereas Licensee is indebted to Licensor in the sum of thirty-eight thousand dollars ($38,000), license fees under said agreement of September 9, 1918, for the use of certain machines and other things furnished by Licensor to Licensee under said agreement, and in the further sum of twenty-five thousand dollars ($25,000) for advances made by Licensor to Licensee; and is further indebted to Licensor, to the Kent-Owens Company and to Graham Glass Company for labor and materials furnished by them respectively in connection with the installation and operation of the machines [fol. 20684] and other things furnished by Licensor to Licensee as aforesaid; and

Whereas the parties are desirous of terminating said license agreement of September 9, 1918, and of settling certain disputes and controversies which have arisen between

them, and Licensee has returned to Licensor five A. W. Graham type bottle making machines heretofore furnished to it by Licensee under said license agreement.

Now, Therefore, in consideration of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

1. Licensee shall forthwith return to Licensor all extra parts, appliances and devices furnished to it by Licensor or others for use in and in connection with the installation and operation of said bottle making machines and such of the molds used by Licensee in the operation of said machines as Licensor may request. All such parts, appliances, devices and molds shall be, by Licensee, at its cost properly packed for shipment and delivered to Licensor f. o. b. Terre Haute, Indiana.

2. Licensee shall forthwith pay to Licensor all royalties due to Licensor under the said agreement of September 9, 1918, and remaining unpaid, Licensor hereby waiving all claims for minimum royalties under said agreement.

[fol. 20685] 3. Licensee shall forthwith pay all of its indebtedness to Licensor, the Kent-Owens Company and Graham Glass Company for labor, materials and parts furnished by them respectively in connection with the installation and operation of the said machines and other things in Licensee's factory, under said agreement of September 9, 1918.

4. As soon as the aforesaid payments by Licensee have been made in full, Licensor shall release and discharge Licensee from its said indebtedness of thirty-eight thousand dollars ($38,000), license fees payable by it in respect of said machines and other things, and its indebtedness of twenty-five thousand dollars ($25,000) for advances made to it by Licensor, as aforesaid, and shall pay to Licensee, in cash, the sum of three thousand, three hundred eighty one and 17/100 dollars ($3,381.17).

5. Each of the parties hereto does hereby release and discharge the other party from any and all claims which it may have against such other party growing out of, or in any manner connected with, said license agreement of September 9, 1918, or the installation and operation by

Licensee of the machines and other things furnished to it by Licensor, under the terms of said agreement.

6. Said license agreement of September 9, 1918, is hereby, in all respects, abrogated and rescinded, except as to the liabilities of Licensee heretofore accrued thereunder and [fol. 20686] to be settled as herein before set forth.

7. If, at any time hereafter, Licensor shall grant another license to Licensee for the use of said Graham machines and other things and shall furnish to Licensee thereunder not less than five (5) A. W. Graham machines, Licensor shall allow to Licensee the Sum of five thousand dollars ($5,000) as a credit against the first royalties due from Licensee for the use and operation of said machines. Provided, that this clause shall not be construed to require the Licensor to grant such a license, or any license, to Licensee but that the granting of such license shall be optional with the Licensor.

In Witness Whereof the parties have hereunto caused their corporate names to be subscribed and their corporate seals to be affixed, on the day and year first above written.

The Owens Bottle Company, By.....(S)
Vice-President.

Attest:

.....(S) Ass't. Secretary.

Turner Brothers Company By.....(S)
President.

Attest:

.....(S) Secretary.

Approved as to form.

.....(S) 11/23/19.

[fol. 20687] DEFENDANTS' EXHIBIT No. O-6034

St. Louis, December 30, 1927.

This Agreement, Made this thirtieth (30th) day of December, 1927, between the Illinois Glass Company of Alton, Illinois, an Illinois Corporation, herein referred to as the Illinois Company, and the Cupples Company, Manufac-

turers, of St. Louis, Missouri, a Missouri corporation, herein referred to as the Cupples Company:

Witnesseth:

Whereas, The Illinois Company has the facilities for manufacturing glass fruit jars and jelly glasses such as are commonly used for household and beverage purposes; and *Whereas,* the Cupples Company has a large and well organized sales organization which has the facilities for marketing these products throughout the entire United States, said parties hereto agree as follows:

In consideration of the premises and for the further consideration of the sum of One Dollar ($1.00) each to the other in hand paid, the receipt whereof is hereby acknowledged, the said parties agree:

First: The Illinois Company hereby makes the Cupples Company its exclusive sales agent for the sale of its entire production of fruit jars and jelly glasses, except to manufacturers or packers who may use these articles for packing their products.

[fol. 20688] *Second:* The Illinois Company will use exclusively fruit jar rings manufactured by the Cupples Company so long as the Cupples Company are in position to furnish them on a basis that is competitive with other fruit jar ring manufacturers.

Third: Subject to all of the terms, conditions and privileges contained in the contract now existing between Illinois Company and the Aluminum Company of America, Illinois Company will use exclusively on fruit jars produced by it under this agreement, aluminum caps manufactured by said Aluminum Company of America.

Fourth: Illinois Company will diligently prosecute an application in the United States Patent Office, to procure the registration as a trade mark of the word or name, "Presto", in connection with fruit jars and jelly glasses to be manufactured by it pursuant to this agreement; and if such registration is procured, will take all steps and execute any and all documents necessary to enable Cupples Company (which has established the name or word "Presto" as its brand or trademark in connection with its fruit jar

rings) to market said fruit jars, jelly glasses and fruit jar rings under the same brand or trade name.

It is mutually agreed that upon the termination of this contract neither party hereto shall be entitled to the use [fol. 20689] of the name or word "Presto" on fruit jars or jelly glasses, without the consent of the other party.

Fifth: Illinois Company, if requested so to do by Cupples Company, agrees to manufacture and deliver hereunder for the year 1928, not less than one hundred thousand (100,000) gross of fruit jars. The parties hereto shall consult, confer and advise as to the manufacturing program for the subsequent years of this contract; and, so far as possible, Illinois Company shall endeavor to supply Cupples Company with all of the fruit jars and jelly glasses that the latter is able to sell.

Sixth: The Illinois Company shall have full authority to determine the prices, terms and conditions at which their production of fruit jars and jelly glasses is to be sold by the Cupples Company from time to time, such prices to be not higher than the market price, terms and conditions on fruit jars and jelly glasses as may prevail from time to time; but if, during any period in which this contract is in force, competitive prices on such fruit jars and/or jelly glasses shall become lower than Illinois Company's cost of producing such fruit jars and/or jelly glasses, then Illinois Company shall, during such period, have the right to decline to meet such prices, it being the intention of the parties hereto that Illinois Company shall never be required [fol. 20690] to furnish or deliver jars and/or glasses at a loss to itself.

Seventh: The Cupples Company agrees to act as sales agent for the Illinois Company on its production of fruit jars and jelly glasses, and the Illinois Company agrees to pay the Cupples Company for such services a commission of five percent (5%) on the sale price to the customer, and for this commission the Cupples Company agrees to assume all credit risks, billing and accounting expenses to which it is put, and to pay for all goods sold in accordance with the terms of sale, less said commission, and less whatever cash discount on the sale price may be established from time to time as part of the terms.

Eighth: Although this sales contract is for the entire United States, it is mutually agreed that the Cupples Company shall enter into a sales agreement with the Illinois Pacific Glass Corporation for fruit jars and jelly glasses for shipment into the States of Washington, Oregon, California, Arizona, Nevada and Utah, and that the use of the brand "Presto" shall be extended to the Illinois Pacific Glass Corporation for such time as they may manufacture jars for the Cupples Company.

Ninth: This agreement shall be effective until December 31, 1932, and thereafter from year to year, subject to can- [fols. 20691-20718] cellation by either party upon giving written notice to the other party not less than three (3) months prior to December 31st of any year.

Tenth: This contract is not assignable to the successor of either party without the consent of the other in writing.

Eleventh: This agreement supersedes and takes the place of the original sales agreement under date of December 30, 1926.

Illinois Glass Company By Wm. E. Levis (signed) Vice President.

F. G. Morfoot (signed) Asst. Secretary. (Seal.)

Cupples Company, Manufacturers By H. B. Wallace (signed) President.

George A. Cope, Secretary. (Seal.)

* * * * * * *

[fol. 20719] DEFENDANTS' EXHIBIT No. O-6040

[fol. 20720] General Lehr Agreement

The Owens Bottle Company

Preamble

Whereas the Hartford-Empire Company, (hereinafter called "Licensor") a corporation organized under the laws of Delaware and having its principal place of business at Hartford, Connecticut, owns or controls certain Letters Patent of the United States and of certain applications now

pending for such Letters Patent, all relating to the annealing of glass articles, there being included among said patents so owned or controlled, the following—

Patent No.	Inventor	Date
1,071,331	Mulholland	Aug. 26, 1913
1,165,585	Fox	Dec. 28, 1915
1,560,481	Mulholland	Nov. 3, 1925
1,571,137	Mulholland	Jan. 26, 1926
1,573,888	Willetts	Feb. 23, 1926
1,583,046	Ingle	May 4, 1926
1,588,603	Mulholland	June 15, 1926
1,588,905	Peiler	June 15, 1926

Whereas The Owens Bottle Company, (hereinafter called "Licensee") a corporation organized under the laws of Ohio, and having a place of business at Toledo, Ohio, is engaged in manufacturing glassware and desires to use in said business machinery embodying inventions shown in said Letters Patent and patent applications;

Now Therefore, this General Lehr Agreement made this second (2nd) day of January 1926 between said Hartford-Empire Company, Licensor, and said The Owens Bottle Company, Licensee,

Witnesseth, that the parties hereto, in consideration of the covenants, fees, rights and royalties hereinafter set forth, agree as follows;

[fol. 20721] Section 1

Supplying Lehrs—License Fees

The Licensor agrees that it will furnish and lease to the Licensee, and license the Licensee to use, such number of the glass annealing machines known as the Hartford Lehr and more particularly described in Schedule A. annexed hereto, as the Licensee shall from time to time request, Provided that such obligation of the Licensor to furnish lehrs shall be subject to the reasonable manufacturing and supplying conditions of Licensor's business and to the reasonable fairness required of the Licensor in supplying machinery to its other licensees. Upon each lehr so furnished the Licensee shall pay to the Licensor the sum of Six thousand (6000) Dollars. Three thousand (3,000) Dollars thereof shall be paid upon the execution of the license

for such lehr specified in Section 2, and Three thousand (3,000) Dollars within Sixty (60) days after said lehr is ready for shipment to the Licensee.

All such lehrs so licensed and leased to Licensee shall be taken, installed, held, leased, licensed, used and operated subject to all the provisions hereinafter set forth.

Section 2

Licenses

The licensing and leasing of such lehrs shall be evidenced for each one of said lehrs by the issuance of a license in substantially the following form—

[fol. 20722] The Owens Bottle Company

Lehr License.

"No. —.

"This License No. —— made this —— day of —— 19— between Hartford-Empire Company, a corporation organized under the laws of Delaware, (hereinafter called "Licensor") and The Owens Bottle Company, a corporation organized under the laws of Ohio (hereinafter called "Licensee") in consideration of the mutual covenants herein set forth and referred to,

"Witnesseth; that the Licensor hereby leases to the Licensee, and licenses the Licensee to use, a certain glass annealing machine or lehr described as follows:

(Insert description and number of machine).

"This said License No. — is made in pursuance of and with express reference to a certain General Leer Agreement made between the Licensor and the Licensee dated —— —, ——. It is agreed between the parties hereto that the said machine shall be taken, installed, held, licensed, leased, used and operated subject to all the provisions of said General Lehr Agreement, which provisions are ex-
[fol. 20723] pressly made a part of this license.

Hartford-Empire Company, by —— ——. (Corporate Seal.) The Owens Bottle Company, by —— ——. (Corporate seal.)

In presence of: —— ——.

Such license is hereafter referred to as a "license". As soon as such a license shall have been executed for the given

lehr, such lehr shall become "leased machinery" as this phrase is hereinafter used.

Section 3

Extent of License

(a) The Licensor hereby leases to the Licensee and hereby licenses the Licensee to use the said leased machinery. Provided, However, that such license is limited (not absolute), and confers only the right to use said leased machinery in continental United States, and in the manner and for the purpose hereinafter set forth, and not otherwise.

(b) It is agreed between the parties hereto, that no obligation whatsoever rests upon or is assumed by the Licensor that other machinery and equipment of the Licensee [fol. 20724] or of others will operate successfully or efficiently in conjunction with the said leased machinery of the Licensor.

Section 4

Preparation for Installation

The Licensee agrees, upon receiving drawings and lists showing locations and dimensions of said leased machinery, to furnish and have ready proper floor space, foundations, controlled air and fuel pressure, piping, tools, power and such other adjuncts and equipment as are required, to the complete satisfaction of the Licensor.

Section 5

Delivery and Installation

(a) The Licensor, as soon as reasonably possible, after the provisions of Section 4 have been complied with, shall deliver said leased machinery f. o. b. at place of manufacture, and shall at the request of Licensee aid in installing said leased machinery as provided in Schedule "B" annexed hereto.

(b) The Licensee agrees to proceed diligently with the installation of said leased machinery as soon as the same is delivered, and to accept the machinery and pay royalties to the Licensor as called for by Section 11 of this Agree- [fol. 20725] ment.

Section 6

Term

The term of this Agreement and of all licenses issued hereunder, unless sooner revoked or terminated as provided elsewhere herein, shall run until July 1, 1941. *Provided*, however, that at any time after four years from date hereof, the Licensee shall have the right to give written notice to the Licensor of Licensee's intention to cancel any one or more of the licenses issued hereunder, and such cancellation shall become effective six (6) calendar months after the giving of such notice. As soon as such cancellation becomes effective, the Licensee shall deliver to the Licensor f. o. b. at the freight station most convenient to the Licensee the leased machinery covered by such cancelled license.

Section 7

Licensor Retains Title

It is understood and agreed that the Licensor and its successors and assigns, retains, and at its own option shall continue to retain throughout the term of this Agreement, complete title to said leased machinery.

[fol. 20726]

Section 8

Place and Nature of Use . .

Said leased machinery and all improvements thereon shall be used only for the treatment of the glassware defined as "Permitted Ware" in Schedule "C" annexed hereto, and only at plants owned by the Licensee or by the Named Subsidiaries of the Licensee as such Subsidiaries are defined in a General License Agreement, dated April 9, 1924, between the Licensor, on the one hand, and the Licensee and certain other companies, on the other hand.

Section 9

Prohibition of Assignment

The said leased machinery shall be used only by the Licensee or its said subsidiaries or its or their operatives, and only at the plant or plants aforesaid. Neither the said leased machinery nor this Agreement, nor any license issued hereunder shall be transferred, assigned or sublet

by the Licensee, except to the purchaser or successor in operation of the factory in which the leased machinery shall then be installed. If either be otherwise transferred, assigned or sublet, or if Licensee becomes bankrupt, or a receiver is appointed over it, or if the Licensee makes any [fol. 20727] general transfer or assignment for the benefit of creditors, then and in any such case this Agreement may, at the option of the Licensor, be terminated.

Section 10

Changes, Additions and Improvements

(a) No changes and no additions other than reasonable and necessary repairs and other than necessary or proper safety appliances, shall be made in or to said leased machinery except by consent of both parties to this Agreement, or except as provided in Section 15 hereof for the event of injunction, and except as provided in this Section for improvements.

All changes and additions when made, shall become the property of the Licensor. Complete title to all patent rights at any time possessed during the term of this Agreement by the Licensee in so far as they cover such changes and additions shall be transferred to the Licensor.

(b) The Licensee shall, during the term of this Agreement, be given the benefit, for the purposes set forth in and permitted by Section 8, of any and all improvements for use in and upon said leased machinery, which may be de- [fol. 20728] vised, developed or acquired by the Licensor, if and when said improvements shall, with the express consent of the Licensor, have been used commercially in the United States upon leased machinery of the same type in the making of glassware. In such event the Licensor will, upon written request of the Licensee, furnish to the Licensee with reasonable promptness, such parts as may be needed to apply the said improvements to the said leased machinery and at prices similar to those charged by Licensor for such parts to other similar licensees. Such improvements shall be used by the Licensee only in or upon the said leased machinery, and only during the term of this Agreement. All parts displaced from said leased machinery by the said improvements shall be returned to the Licensor.

The word "improvements" when used in this Agreement, shall be held to mean only (1) substitution of new parts for old parts of said leased machinery; or (2) changing old parts thereof; or (3) addition of new devices which are intended and adapted to become integral portions of such machinery and to perform one or more of the original functions of such machinery; and not otherwise. Provided also that machinery of substantially greater capacity, even though similar or identical in type to the leased machinery, [fol. 20729] shall not be considered as included in said word "improvements".

Section 11

Royalties

The Licensee shall pay to the Licensor during the term of any license issued and outstanding hereunder, a royalty of Twelve hundred (1200) Dollars per year, payable quarterly, at the Licensor's office, in New York funds, on or before the fifteenth day after the end of each quarter year upon each of such lehrs so licensed. The royalty shall begin to accrue at the end of the Sixty (60) days after said machinery is ready to ship to Licensee. Provided, however, that so long as Licensee shall have under license from Licensor not less than Fifteen (15) of such lehrs, the above royalty shall be reduced to Eleven hundred (1,100) Dollars per year for each such lehr; and so long as Licensee shall have under license from Licensor not less than Twenty-five (25) of such lehrs, the above royalty shall be reduced to One thousand (1,000) Dollars per year for each such lehr.

Section 12

Operation of Machinery

The Licensee shall keep, use and operate said leased machinery and all parts thereof in a careful, safe, prudent, and proper manner; shall maintain the same in good order, damage by fire excepted as hereinafter set forth; shall not, [fol. 20730] without consent of the Licensor, add to or subtract from such leased machinery as supplied by the Licensor, excepting necessary or proper safety appliances, or allow changes to be made therein, or interfere with the proper operation thereof, or remove or deface any plates, dates, numbers or inscriptions placed thereon by the Li-

censor. The Licensee shall promptly notify the Licensor of the need of any repairs or renewals of said leased machinery, and the Licensee shall at its own expense effect such repairs and renewals, purchasing the necessary renewal parts from the Licensor. The Licensor agrees to furnish promptly such renewal parts at prices not in excess of the prices charged by responsible outside parties for parts of similar design, material and workmanship. [If the Licensor declines or neglects so to furnish such parts, the Licensee may procure them elsewhere, but they shall not be Installed on such machinery until they have been inspected and approved by a representative of the Licensor. The Licensee shall pay for the reasonable time and expenses of such representative.]*

Section 13

Inherent Defects

The Licensor shall remedy and make good without charge, any inherent defects appearing in the materials of [fol. 20731] said leased machinery, during one year from date of installation.

Section 14

Validity of Patents

In case any final decree of a court of competent jurisdiction, within the judicial circuit wherein said plant is located, including appellate courts if appeal is taken, shall declare to be void all or substantially all of the Licensor's patents embodied in and relating to the said leased machinery, so that the Licensee is thereby evicted from all or substantially all of the benefits of this Agreement, then and in that case the Licensee may at its option revoke and terminate this Agreement, in which event the Licensee shall thereupon restore to the Licensor all of the said leased machinery and its appurtenances as provided in Section 18 hereof, and shall thereupon be relieved from paying further royalties. *Provided,* however, that until such revocation and restoration the Licensee shall continue to be bound by all the covenants and provisions of this Agreement.

[* Matter enclosed in brackets struck out in copy.]

[fol. 20732]

Section 15

Suits for Infringement

(a) The Licensor will at its own expense defend any suits or claims brought against the Licensee for alleged infringement of patents based on the use of the said leased machinery. The Licensor shall, upon the written request of the Licensee, defend any such suits or claims, unless or until the Licensor shall elect to effect a settlement thereof. *Provided,* however, that without the consent of Licensee, no such settlement shall bind the Licensee to other or more than the discontinuance of the use of the leased machinery; and in case of such settlement and discontinuance, the Licensee's rights shall be as provided in this Section 15 in case of injunction. The Licensee shall promptly inform the Licensor of any such suit or claim, or any threat or probability thereof, coming to the knowledge of the Licensee, and shall, at the Licensor's expense, fully and freely aid the Licensor in defending the same; and shall further promptly inform the Licensor of any infringement of the [fol. 20733] Licensor's patents coming to the knowledge of the Licensee.

(b) The Licensor shall have the right to intervene in and defend, as a party thereto, any suit brought against the Licensee during the term hereof which involves any contention that the making, selling or use of such leased machinery or any improvement or part thereof constitutes an infringement of any patent.

(c) In case the Licensor shall be delayed in the performance of, or be rendered unable to perform all or any part of this Agreement, by reason of strikes, unavoidable accident, the non-arrival of machines or materials, or if the installation or operation of the said leased machinery shall be delayed or stopped by the process or order of any court of competent jurisdiction, the Licensor shall not be liable to the Licensee for any loss, delay or damage incurred thereby, *Provided,* however, that if the right of the Licensee to use the said leased machinery, or any part thereof, shall be suspended by reason of an order, decree or injunction issued by any court of competent jurisdiction, then during the continuance of restraint by such order, decree or injunction, or until the Licensor shall have substituted other

machinery or parts as hereinafter set forth, which said [fol. 20734] Licensor agrees to do as promptly as reasonably possible, the royalty set forth in Section 11 hereof shall be waived.

(d) In the event of such an order, decree or injunction being issued against any part or parts of said leased machinery, the Licensor reserves the right to substitute with reasonable promptness other machinery or parts for those involved in the injunction and at no cost or charge to the Licensee. The part or parts so substituted shall be of an efficiency substantially equal to that of the part or parts so involved in said order, decree or injunction and shall immediately become subject to all the provisions of this Agreement.

(e) In the event that such order, decree or injunction shall became permanent against any part or parts of said leased machinery, and no substitution of machinery or parts shall have been made with reasonable promptness as above stated, then in that event the license covering the machinery in issue shall cease and terminate in all its provisions, and if the said event occurs during the first Three (3) years of the term of said license, the Licensee shall be entitled to receive back the said license fee of Six thousand (6,000) Dollars paid by it, after deducting therefrom such proportion thereof as the elapsed time under said license shall bear to the said three years.

[fol. 20735] Section 16

Right of Revocation

(a) In case the Licensee shall violate or fail to observe as to any license issued hereunder any of the conditions set forth in Sections 3, 5, 8, 9, 10, 11, 12 and 19 of this Agreement, or shall cause or wilfully permit the same to be violated, and such ground or cause for revocation shall continue for a period of sixty (60) days in the aggregate during the succeeding twelve (12) months after written notice thereof has been given by the Licensor to the Licensee, the Licensor shall thereupon have the right at its option to revoke and terminate absolutely such license. Upon such revocation, the Licensor shall no longer or thereafter be under any obligations under this Agreement or otherwise to furnish or license to the Licensee further or additional lehrs.

(b) Except as provided in Sections 6, 14, 15, 17 and 20, no termination or revocation whatsoever of this Agreement or of any license issued thereunder under any section hereof, nor the use of the remedy of injunction, accounting or repossession shall, however, affect or in any way discharge the liability of the Licensee hereunder, to pay and to continue to pay to the Licensor, the royalty provided by Section 11 hereof, for and during the entire respective terms of the [fol. 20736] license issued hereunder, nor shall any royalties paid by said Licensee be returned.

Section 17

Commutation of Royalties

It is further agreed that in the event of such revocation set forth in Section 16, the Licensee, in lieu of said obligation therein provided to pay the said royalties throughout said entire term, may at its option wholly discharge said obligation by paying to the Licensor within sixty days after said revocation, a lump sum equal to fifty (50) per cent. of the total royalties which would under the given license be payable during the remainder of its term.

Section 18

Re-possession of the Machinery

Upon the termination of any license issued thereunder at the end of its period, or sooner as herein provided, the Licensee shall return to the Licensor the said leased machinery and all appurtenances thereof, covered by such license, in good condition, reasonable wear and use excepted, by delivering the same properly crated and packed f.o.b. cars at any convenient freight station near the plant of the Licensee. If said Licensee shall fail to deliver the machinery, the Licen- [fol. 20737] sor is hereby authorized to enter upon any premises where the said leased machinery may be and take possession thereof and remove it.

Section 19

Inspection

Duly authorized agents or employees of the Licensor shall at all reasonable times be allowed access to the said leased machinery for the purpose of inspecting the same and its

operation and use, and the Licensee shall afford all reasonable facilities therefor.

Section 20

Fire Loss

In the event that any of the said leased machinery shall be damaged by fire or other casualty so as to cause a suspension of production therewith the Licensee shall at its own expense promptly and diligently proceed to re-install the said machinery or parts thereof to its original efficiency as of the time immediately preceding such damage. From the time when notice of said damage is received by the Licensor and thereafter during only such time, not exceeding six months, as may be necessary for providing and installing the said machinery or parts, the royalty set forth in Section 11 hereof shall be waived, as to such damaged [fol. 20738] machinery. *Provided,* that in case the factory where any of said leased machinery is installed is so destroyed or substantially damaged by fire or other casualty that the Licensee shall decide not to continue the use of the same for a glass factory, the Licensee may in such event revoke and cancel the license covering such particular leased machinery, and after such revocation no further royalties shall accrue by reason of such license.

[fols. 20739-20744] Section 21

Waiving the Conditions

None of the terms of this Agreement shall be held to have been waived or altered unless such waiver or alteration is in writing, signed by an officer of the Licensor, expressly authorized thereto.

In Witness Whereof each of the parties hereto has caused this Agreement to be executed in duplicate, in its name and behalf, as of the day and year first above written, the Hartford-Empire Company by F. Goodwin Smith, its Vice President, and The Owens Bottle Company by W. H. Boshart, its President, both thereunto duly authorized.

Hartford-Empire Company, by F. Goodwin Smith, Vice Pres't. (Seal.) The Owens Bottle Company, by W. H. Boshart, President. (Seal.)

In presence of: Roger M. Eldred, Jessie L. Atherton. H. W. Carter, E. F. Martin.

[fol. 20745] DEFENDANTS' EXHIBIT No. O-6041

* * * * * * *

[fol. 20746] Supplemental Agreement Amending Lehr Agreement

The Owens Bottle Company

Preamble

Whereas the Hartford-Empire Company (hereinafter called Hartford), a corporation organized under the laws of Delaware, with its principal place of business at Hartford, Connecticut, and The Owens Bottle Company (hereinafter called Owens), a corporation organized under the laws of Ohio and having a place of business at Toledo, Ohio, have now outstanding between them a certain General Lehr Agreement dated January 2, 1926, and desire to amend a certain part of said General Lehr Agreement,

Now Therefore, this present Agreement made this 21st day of March, 1927, witnesseth that the said Hartford-Empire Company and The Owens Bottle Company, in consideration of the sum of One (1) Dollar each received from the other, receipt whereof is hereby acknowledged and of the covenants hereinafter contained, agree as follows:

Section 1—Amendment of Section 11. The parties hereto agree that Section 11—"Royalties" of said General Lehr Agreement of January 2, 1926 shall be amended so that the said section with its heading shall read as follows:

[fol. 20747] "Section 11—Royalties—Minimum Royalties

(a) The Licensee shall, upon each lehr so licensed, pay to the Licensor during the term of the license issued therefor and outstanding hereunder a royalty payable in New York funds, at the office of the Licensor, of One hundred (100) Dollars for each calendar month in which said lehr is used. Said payments shall be made monthly, within fifteen (15) days after the end of the month for which such payment is made.

Provided, that the Licensee shall, upon each such lehr, pay to the Licensor in such royalties for any calendar year a minimum royalty of not less than Six hundred (600) Dollars payable within fifteen (15) days after the end of each year.

All of such royalties shall begin to accrue within sixty (60) days after said lehr is ready to ship to Licensee, and

Provided, further, if the date on which royalties shall begin to accrue (as fixed above in this Section) as to any licensed lehr, shall be such that the number of calendar months thereafter remaining in the first year is less than enough to provide for the accruing of all of said minimum royalty, then the total royalties of such first calendar year upon such lehr shall be calculated only at One hundred (100) [fol. 20748] Dollars for each remaining month of such year.

Provided, further, that in any calendar year during which the Licensee shall hold under license from Licensor at least fifteen (15) of such lehrs, the said minimum royalties shall be "spread" over all of the Lehrs so licensed; that is to say, if for such year the Licensee shall pay in lehr royalties a sum equivalent to Six hundred (600) Dollars multiplied by the number of lehrs so under license, (but not less than fifteen), such payment shall be regarded as fulfilling and discharging completely all minimum lehr royalty requirements for such year.

(b) The Licensee shall on or before the fifteenth day of each month furnish to the Licensor, upon blanks provided by the latter, a properly certified statement showing the respective length of time that each of said licensed lehrs was operated during the preceding calendar month.

(c) The word "royalties" in Section 14, the word "royalty" in paragraph (c) of Section 15, the word "royalty" and the word "royalties" in Section 20 hereof shall each of them be held to refer to all of the royalties provided for above in this Section 11. The word "royalty" in paragraph [fol. 20749] (b) of Section 16 shall be held to mean "minimum royalty". Also the words "total royalties" in Section 17 shall be construed as meaning "total minimum royalties".

(d) The General Lehr Agreement referred to in the form of Lehr License set forth in Section 2 hereof shall be considered to be said Agreement as amended by this present Supplemental Agreement; and wherever Section 11 is referred to in said General Agreement, it shall be considered to be Section 11 as so amended."

In Witness Whereof the parties have hereunto caused their names and seals to be affixed hereto and to a duplicate

hereof, the Hartford-Empire Company acting herein by F. Goodwin Smith its President and The Owens Bottle Company by James N. Morrison its Vice President each thereunto duly authorized.

Hartford-Empire Company, by F. Goodwin Smith, President. (Seal.) The Owens Bottle Company, by James Morrison, Vice Pres.

In Presence of: Herbert Knox Smith, J. L. Atherton, H. W. Carter, E. F. Martin.

[fol. 20750] DEFENDANTS' EXHIBIT No. O-6042

* * * * * * *

[fol. 20751] Supplemental Agreement Amending Leer Agreement

Illinois Glass Company

Preamble

Whereas the Hartford-Empire Company (hereinafter called Hartford), a corporation organized under the laws of Delaware, with its principal place of business at Hartford, Connecticut, and the Illinois Glass Company (hereinafter called Illinois), a corporation organized under the laws of Illinois, and having a place of business at Alton, Illinois, have now outstanding between them a certain General Leer Agreement dated December 1, 1925, and desire to amend a certain part of said General Leer Agreement.

Now Therefore, this present Agreement made this 20th day of July 1927, witnesseth that the said Hartford-Empire Company and the Illinois Glass Company, in consideration of the sum of One (1) Dollar each received from the other, receipt whereof is hereby acknowledged and of the covenants hereinafter contained, agree as follows:

Section 1—Amendment of Section 11. The parties hereto agree that Section 11—"Royalties," of said General Leer Agreement of December 1, 1925 shall be amended so that the said section with its heading shall read as follows:

[fol. 20752] "Section 11—Royalties—Minimum Royalties

(a) The Licensee shall, upon each leer so licensed, pay to the Licensor during the term of the license issued therefor and outstanding hereunder a royalty payable in New York funds, at the office of the Licensor, of One hundred (100) Dollars for each calendar month in which said leer is used. Said payments shall be made monthly, within fifteen (15) days after the end of the month for which such payment is made.

Provided, that the Licensee shall, upon each such leer, pay to the Licensor in such royalties for any calendar year a minimum royalty of not less than Six hundred (600) Dollars payable within fifteen (15) days after the end of each year.

All of such royalties shall begin to accrue within sixty (60) days after said leer is ready to ship to Licensee, and

Provided, further, if the date on which royalties shall being to accrue (as fixed above in this Section) as to any licensed leer shall be such that the number of calendar months thereafter remaining in the first year is less than enough to provide for the accruing of all of said minimum royalty, then the total royalties for such first calendar year upon such leer shall be calculated only at One hundred (100) Dollars for each remaining month of such year.

[fol. 20753] Provided, further, that in any calendar year during which the Licensee shall hold under license from Licensor at least fifteen (15) of such leers, the said minimum royalties shall be "spread" over all of the leers so licensed; that is to say, if for such year, the Licensee shall pay in leer royalties a sum equivalent to Six hundred (600) Dollars multiplied by the number of leers so under license, (but not less than fifteen), such payment shall be regarded as fulfilling and discharging completely all minimum leer royalty requirements for such year.

(b) The Licensee shall on or before the fifteenth day of each month furnish to the Licensor, upon blanks provided by the latter, a properly certified statement showing the respective length of time that each of such licensed leers was operated during the preceding calendar month.

(c) The word "royalties" in paragraph (b) of Section 14, the word "royalty" in paragraph (c) of Section 15, and

the word "royalty" in Section 20 hereof shall each of them be held to refer to all of the royalties provided for in this Section 11. The word "royalty" in paragraph (b) of Section 16 shall be held to mean "minimum royalty". Also the words "total royalties" in Section 17 shall be construed as meaning "total minimum royalties".

[fol. 20754] (d) The General Leer Agreement referred to in the form of Leer License set forth in Section 2 hereof shall be considered to be said Agreement as amended by this present Supplemental Agreement; and wherever Section 11 is referred to in said General Agreement, it shall be considered to be Section 11 as so amended."

In Witness Whereof the parties have hereunto caused their names and seals to be affixed hereto and to a duplicate hereof, the Hartford-Empire Company acting herein by F. Goodwin Smith its President and the Illinois Glass Company by Wm. E. Levis and F. G. Morfoot its Vice-President and Ass't Sec. each thereunto duly authorized.

Hartford-Empire Company (Seal.)
By F. Goodwin Smith.

In Presence of:

Herbert Knox Smith
J. L. Atherton

Illinois Glass Company
By Wm. E. Levis, V. P.
F. G. Morfoot, Ass't Sec. (Seal.)

N. C. Coulter
D. F. Burns

[fol. 20755] DEFENDANTS' EXHIBIT No. O-6043

[fol. 20756] Agreement Between Hartford-Empire Company and Owens-Illinois Glass Company

This contract made this 12 day of June 1930 by and between the Hartford-Empire Company, a corporation of the State of Delaware, having its principal place of business in Hartford, Connecticut, hereinafter called "Hartford", and the Owens-Illinois Glass Company, a corpora-

tion of the State of Ohio, having its principal place of business in Toledo, Ohio, hereinafter called "Owens",

Witnesseth that,

Whereas Hartford is the owner of an application of one Vergil Mulholland, Serial No. 78,332, filed December 30, 1925 on Electric Lehrs, and Owens is the owner of a certain application of one Frank T. Nesbitt, Serial No. 173,369, filed March 7, 1927 (also on Electric Lehrs), which applications are now involved in an interference No. 55,646 in the United States Patent Office with each other and with the application of one Walter O. Amsler, Serial No. 113,409, filed June 3, 1926, involving the following original counts:

1. The lehr comprising a tunnel, a reticulated conveyor belt therein for supporting ware, supporting means for said belt comprising an open structure, and means for heating the tunnel located between said belt and the bottom of the tunnel.

[fol. 20757] 2. The lehr comprising a tunnel, a reticulated conveyor belt therein for supporting ware, a supporting means for said belt comprising an open structure and means for heating the tunnel located between said belt and the bottom of the tunnel, said heating means being below said open structure.

3. The lehr comprising a tunnel, a reticulated conveyor belt therein for supporting ware, supporting means for said belt comprising a structure which does not completely separate the upper and lower portions of said tunnel and means for heating the tunnel located beneath said structure.

4. The lehr comprising a tunnel, a reticulated conveyor belt therein for supporting ware, supporting means for said belt comprising an open structure and electrical heating means in said tunnel located between the belt and the tunnel bottom.

and in which interference Mulholland has offered the following claims by Motion to Amend:

A. A lehr comprising a tunnel, a reticulated conveyor belt therein for supporting glassware, and a plurality of heating elements located in said tunnel and below said belt.

B. A lehr comprising a tunnel, a reticulated conveyor belt therein for supporting glassware, and electric heating elements located in said tunnel and beneath said belt.

C. A lehr comprising a tunnel, a reticulated conveyor belt therein, supporting means for said belt comprising spaced supporting surfaces located above the lowermost part of said tunnel, and heating elements in said tunnel and below said belt.

D. A lehr comprising an insulated tunnel, a reticulated conveyor belt therein for supporting articles of glassware, supporting means for said belt comprising spaced supporting surfaces located above the lowermost part of said tunnel, and individual electric heating elements located below said belt.

E. A lehr comprising a tunnel, a reticulated conveyor belt therein for supporting glassware, supporting means for said belt comprising spaced supporting surfaces located above the lowermost part of said tunnel, and electric heating elements located above said lowermost part of said tunnel and below the level of said supporting surfaces, whereby heat is transmitted to the ware by radiation to and through said belt in the spaces between said supporting surfaces.

[fol. 20758] F. The lehr comprising an elongated tunnel, means for supporting and moving ware through said tunnel, a forwardly located heated annealing region in said tunnel having heating elements only at the bottom thereof, the remainder comprising an unheated region and means for controlling the temperature in separate but adjacent sections in said heated region.

G. A lehr comprising a tunnel, a plurality of spaced stationary supports disposed within a portion of said tunnel in which a relatively high temperature is maintained, a plurality of rollers disposed within a portion of the tunnel in which a relatively low temperature is maintained, and an endless conveyor for transporting glassware through said tunnel, the ware-bearing strand of said conveyor being slidably mounted on said stationary supports and carried by said rollers.

H. A lehr comprising a tunnel, an endless conveyor belt for supporting articles of glassware, supporting means for said belt comprising spaced supporting surfaces, and means to permit expansive movement of said surfaces with respect to said tunnel.

I. A lehr comprising a tunnel, an endless conveyor belt for supporting articles of glassware, and supporting means for said belt comprising spaced supporting surfaces each having at least one end free to move with respect to said tunnel to permit of differential expansion when heated.

J. A lehr comprising a tunnel, a reticulated conveyor belt therein for supporting glassware, means for supporting said belt above the bottom of said tunnel, heating elements located beneath said belt, and means for dividing the spaces between said conveyor belt and the bottom of said tunnel into a plurality of compartments arranged longitudinally of said tunnel.

K. A lehr comprising a tunnel, a reticulated conveyor belt therein for supporting glassware, means for supporting said belt above the bottom of said tunnel, transversely extending walls for dividing the space between said belt and the bottom of said tunnel into a plurality of compartments, and an individual electric heating element in each of said compartments.

L. A lehr comprising a tunnel, and an endless conveyor belt for moving glassware therethrough, some parts of the roof of the tunnel being of transversely corrugated material, whereby the heat transfer by radiation from the ware to said roof is accelerated due to the larger surface area of said roof.

[fol. 20759] And whereas the parties Hartford and Owens desire to terminate the interference in the most expeditious manner and to each acquire certain rights in the aforesaid interference counts and added claims, the parties have agreed as follows:

Section 1. That in all matters relating to preliminary or interlocutory questions involved in the said interference the parties hereto will cooperate to the end that proper and satisfactory holdings may be obtained as to "the right to

make" claims and the patentability of claims involved either as counts or as added claims.

Section 2. That if possible the parties hereto will agree as to the award of priority to the one party or the other of such claims as shall be held patentable and interfering and will take such steps as are necessary and proper for a final disposal of the interference in accordance with such agreement. In the event the parties cannot agree as to the award of priority, the same shall be determined by arbitrators, who will be chosen, one by each of the parties hereto, and a third arbitrator, if necessary, selected by the two so chosen. The arbitrators shall consider the evidence presented by the parties and shall make a written award. Such award shall be final and binding upon the parties hereto.

[fol. 20760] Section 3. Hartford hereby grants to Owens a non-exclusive non-divisible license for the United States for the full term of any patent issuing upon the said Mulholland application to make and to have made for it and use in the factories of the said Owens-Illinois Glass Company the inventions set forth in any of the above recited interference counts and/or recited added claims, as shall be ultimately awarded to the said Mulholland, and further grants to Owens the right to sublicense the Illinois Pacific Glass Company, a corporation of the State of California, to make and have made for it and use such inventions in its factories, provided, however, that the license hereby granted is not otherwise transferable or divisible either by Owens or the Illinois Pacific Company and that the grant of this license shall in no way constitute by implication or otherwise, a license under any other claim in the said Mulholland application, or any other application or patent of Hartford.

Section 4. Owens hereby grants to Hartford a non-exclusive license for the full term of any patent or patents issuing on the said Nesbitt application, to make, use and sell, and to license others to make, use and sell the inventions set forth in any of the above recited interference counts and/or recited added claims as shall be eventually awarded to the party Nesbitt. Provided, however, that the license hereby granted shall not by implication, or otherwise, grant any license to Hartford under any other claim of the said Nesbitt application or any other application or patent of Owens.

[fol. 20761] Section 5. No royalty shall be payable by either party to the other by reason of the licenses granted in Sections 3 and 4 above.

In witness whereof the parties have hereunto set their corporate names and seals by the officers thereunto duly authorized.

Owens-Illinois Glass Company, by Wm. E. Levis, Pres. (Seal.)

Attest: E. F. Martin, Asst. Secretary.

Hartford-Empire Company, by F. Goodwin Smith, Pt. (Seal.)

Attest: Herbert Knox Smith, Secretary.

[fol. 20762] DEFENDANTS' EXHIBIT No. O-6044

[fol. 20763] Supplemental Agreement between Hartford-Empire Company and Owens-Illinois Glass Company

Whereas under the 12th day of June, 1930, Hartford-Empire Company, a corporation of Delaware having its principal place of business at Hartford, Connecticut hereinafter called "Hartford", and the Owens-Illinois Glass Company, a corporation of the State of Ohio, having its principal place of business at Toledo, Ohio hereinafter called "Owens", entered into an Agreement relating to the settlement of Interference No. 55,646 in the United States Patent Office, a copy of which agreement is attached hereto.

And whereas Hartford-Empire Company is the exclusive licensee, with the right to grant sub-licenses, under the application of Walter O. Amsler, Serial No. 113,409, filed June 3, 1926 involved in the same interference No. 55,646, and it is the desire of the parties to avoid the taking of testimony to determine the question of priority between the said Nesbitt and Amsler applications involved in interference No. 55,646, the parties hereby agree as follows:

[fol. 20764] Section 1. That if possible, the parties will agree as to the award of priority to one party or the other of the claims involved in said interference No. 55,646 and will take steps as are necessary and proper for the final disposal of the interference in accordance with this agree-

ment. In the event the parties cannot agree as to the award of priority, the same shall be determined by arbitrators, who will be chosen one by each of the parties hereto, and a third arbitrator, if necessary, selected by the two so chosen. The arbitrators shall consider the evidence presented by the parties and shall make a written award. Such award shall be final and binding upon the parties hereto.

Section 2. In case any of the claims involved in said interference No. 55,646 are awarded to the party Amsler, Hartford hereby grants to Owens, without further royalty therefor, a non-exclusive, non-divisible license for the United States for the full term of any patent issuing under the said Amsler application to make and have made for it and to use in the factories of the said Owens-Illinois Glass Company, and/or one wholly controlled subsidiary thereof, the inven-[fol. 20765] tions set forth in any of the counts of said interference No. 55,646 which shall ultimately be awarded to the said Amsler, provided, however, that the license hereby granted is not transferable or divisible by Owens and that the grant of this license shall in no way constitute by implication or otherwise, a license under any other claim in the said Amsler application, or any other application or patent of Hartford.

In Witness Whereof the parties have hereunto set their corporate names and seals by the officers thereunto duly authorized, this 12th day of November, 1930.

Owens-Illinois Glass Company, by Henry W. Carter, Vice President. (Seal.)

Attest: John H. McNerney, Secretary.

Hartford-Empire Company, by F. Goodwin Smith, President. (Seal.)

Attest: Herbert Knox Smith, Secretary.

[fol. 20766] The Simplex Engineering Company, a corporation of the State of Delaware, the owner of the legal title in the Amsler application, herein mentioned, consents to the foregoing Agreement, and agrees to submit the facts relative to the Amsler development to arbitration and to be bound by the decision of such arbitrators.

Simplex Engineering Company, by C. E. Frazier, President. (Seal.)

Attest: J. Earl Frazier, Secretary.

[fol. 20767] DEFENDANTS' EXHIBIT No. O-6045

* * * * * * *

[fol. 20768] Special Lehr Agreement between Hartford-Empire Company and Owens-Illinois Glass Company

This Agreement made and entered into this 18th day of February, 1931, by and between the Hartford-Empire Company (hereinafter called "Hartford"), a corporation organized under the laws of the State of Delaware with its principal place of business at Hartford, Connecticut, and the Owens-Illinois Glass Company (hereinafter called "Owens-Illinois"), a corporation organized under the laws of the State of Ohio, having its principal place of business at Toledo, Ohio,

Witnesseth

Whereas, that for, and in consideration of the sum of One (1) Dollar, each received from the other, receipt whereof is hereby acknowledged, and of the covenants hereinafter contained Hartford and Owens-Illinois hereby agree as follows:

Section 1. Hartford and Owens-Illinois agree that nothing in this Agreement shall alter or otherwise affect the Contracts relating to, or the status of, the lehrs heretofore or hereafter furnished by Hartford under the General Lehr Agreement dated December 1, 1925 between Hartford and [fol. 20769] the Illinois Glass Company, the General Lehr Agreement dated January 2, 1926, between Hartford and the Owens Bottle Company, and License and Lease No. HL-35 between Hartford and Berney Bond Glass Company, and any and all existing amendments thereto.

Section 2. Except as to those lehrs heretofore furnished by Hartford, Hartford hereby releases Owens-Illinois from any and all claims by Hartford for infringement, both past and future, with respect to any and all lehrs heretofore built and now in the possession of Owens-Illinois.

Section 3. Hartford, in so far as it has the right so to do, hereby grants to Owens-Illinois a non-exclusive license running for the life of the patents licensed without royalty, to make and/or have made for it and to use in any and all factories now owned or hereafter acquired by Owens-Illinois any and all inventions covering lehrs and/or methods of

operating lehrs which, or the right to grant the use of which, is now owned and/or is hereafter developed by Hartford prior to July 1, 1941, for use only in connection with lehrs in which the heat used (apart from that introduced by the glassware itself) is produced substantially entirely by electricity; this grant is hereby specifically made subject to a certain Agreement between Illinois-Pacific Glass Corpora-
[fol. 20770] tion and Hartford-Empire Company, dated October 8, 1930. Furthermore, the above license shall not cover lehrs licensed by Hartford to others and subsequently acquired by Owens-Illinois.

Section 4. Hartford, in so far as it has the right so to do, hereby grants to Owens-Illinois a non-exclusive license running to July 1, 1941, to make and have made for it and to use gas and/or oil-fired lehrs under any and all inventions covering lehrs and/or methods of operating lehrs which, or the right to grant the use of which, is now owned and/or is hereafter developed by Hartford prior to July 1, 1941, and Owens-Illinois agrees to pay to Hartford, for the use of such inventions when embodied in gas and/or oil-fired lehrs hereafter built by or for, and used by it, a royalty at Hartford's lowest standard rates effective during the given time, for the given type of machine embodying such inventions and under similar circumstances. The minimum royalty shall be spread over all the lehrs licensed.

The above license is non-assignable and non-divisible, except as provided in Section 6 below.

In the event that any question shall arise as to whether such gas and/or oil-fired lehrs, as mentioned above, embody one or more features covered by patents owned by Hartford and/or if any other dispute shall arise falling within the
[fol. 20771] general scope of this Agreement, the same shall be determined by arbitration in accordance with the method set forth in Section 25 of the General License Agreement between the parties hereto, dated April 9, 1924.

Section 5. Owens-Illinois grants to Hartford the exclusive right (running for the life of the patents licensed) to make, use and/or sell under and to grant sub-licenses to others under the inventions relating to lehrs and/or methods of operating lehrs now owned or hereafter developed by Owens-Illinois prior to July 1, 1941; *Provided*, however, that Owens-Illinois reserves to itself the free right to make

and to have made for it and to use such inventions in any and all factories now owned or hereafter owned by Owens-Illinois.

Section 6. OwensIllinois and Hartford agree that where Owens-Illinois is mentioned in the Contract it shall include any subsidiary of Owens-Illinois in which Owens-Illinois owns the majority of the outstanding voting stock, so long as Owens-Illinois owns such majority of the outstanding voting stock of such subsidiary; *Provided,* however, that Owens-Illinois guarantees performance of the conditions of this Agreement by such subsidiary.

[fol. 20772] This Lehr Agreement can be assigned by either party to the successor in business of substantially its entire business.

In Witness Whereof th*a* parties have hereto caused their names and seals to be affixed hereto by their duly authorized officers.

Hartford-Empire Company, by F. Goodwin Smith, Pres't. (Seal.)

Owens-Illinois Glass Company, by H. W. Carter, Vice Pres. (Seal.)

In presence of: Herbert Knox Smith, Arthur T. Safford, Jr.

[fol. 20773] DEFENDANTS' EXHIBIT No. O-6046

* * * * * * *

[fol. 20774] Supplemental Agreement Relating to Dixon Lehrs

This Agreement made and entered into this 18th day of February 1931, by and between the Hartford-Empire Company (hereinafter called "Hartford"), a corporation organized under the laws of the State of Delaware with its principal place of business at Hartford, Connecticut, and the Owens-Illinois Glass Company (hereinafter called "Owens-Illinois"), a corporation organized under the laws of the State of Ohio, having its principal place of business at Toledo, Ohio,

Witnesseth

Whereas, that for, and in consideration of the sum of One (1) Dollar, each received from the other, receipt

whereof is hereby acknowledged, and of the covenants hereinafter contained, Hartford and Owens-Illinois hereby agree as follows:

It is agreed that as to the five (5) Dixon lehrs now in use at Brackenridge, Pennsylvania, Owens will pay to Hartford, a royalty, at Hartford's lowest standard rates, effective during the given time, for similar types of machines embodying such inventions under similar circumstances, upon Hartfords establishing in a Court of Final Jurisdiction, or a lower court from which no appeal has been [fol. 20775] taken, that Dixon lehrs embodying the same features as the above-mentioned lehrs are an infringement of one or more patents owned by Hartford, said royalties to begin at the date of such final adjudication.

In Witness Whereof the parties have hereto caused their names and seals to be affixed hereto by their duly authorized officers.

Hartford-Empire Company, by F. Goodwin Smith, Pres't. (Seal.)

In presence of Herbert Knox Smith, Arthur T. Safford, Jr.

Owens-Illinois Glass Company, by H. W. Carter, Vice Pres. (Seal.)

Herbert Knox Smith, Arthur T. Safford, Jr.

[fol. 20776] DEFENDANTS' EXHIBIT No. O-6047

* * * * * * *

[fol. 20777] Lehr Royalty Agreement

Hartford-Empire Company and Owens-Illinois Glass Company

This Agreement made this 6th day of February, 1935, to take effect as of the first day of January, 1935, between Hartford-Empire Company, a corporation organized under the laws of the State of Delaware and having a place of business at Hartford, Connecticut, (hereinafter designated as "Licensor"), and Owens-Illinois Glass Company, a corporation organized under the laws of the State of Ohio and having a place of business at Toledo, Ohio, (hereinafter designated as "Licensee"),

Witnesseth That

Whereas the Licensor has decided to make certain changes in the royalties for the use of its lehrs and/or the inventions of its patents relating to lehrs and methods of annealing glassware, which changes are acceptable to the Licensee, and

Whereas there is outstanding between Licensor and Licensee certain agreements and licenses and leases (herein-[fol. 20778] after specified) relating to the use of such lehrs and/or inventions of the Licensor,

Now, Therefore, in consideration of these premises and the covenants hereinafter set forth, the Licensor and Licensee agree as follows—

Section 1—Owens Lehr Agreement.

(a) For Section 11 "Royalties" of the General Lehr Agreement between Licensor and Owens Bottle Company dated January 2, 1926, as amended by a Supplemental Agreement Amending Lehr Agreement dated March 21, 1927 (including sub-licenses HL-G-6 dated December 2, 1929, HL-G-7 dated December 2 1929, and HL-G-10 dated March 27, 1931. All as amended July 16, 1931) there shall be substituted the following—

"Section 11

Royalties

"The Licensee shall pay to the Licensor upon each lehr included within said term 'leased machinery' a royalty of Two and One-half Dollars ($2.50) for each day, or any part thereof, during which said lehr is used during the term of the license covering such lehr and issued hereunder. As to lehrs licensed hereunder on January 1, 1935 such royalties shall commence to accrue as of that date and for any lehr licensed thereafter such royalties shall commence to accrue the day when said lehr shall begin to operate. All such royalties shall be paid monthly at the Licensor's office in [fol. 20779] New York funds on or before the fifteenth day of each month for the use of such lehrs during the preceding calendar month.

"The Licensee shall pay to Licensor a minimum royalty upon each lehr included in said term 'leased machinery' of not less than Four Hundred Dollars ($400) per year pay-

able in New York funds at the Licensor's office on or before the fifteenth day of January for the year last preceding during the term of the license covering such lehr and issued hereunder. As to lehrs licensed hereunder January 1, 1935 such minimum royalties shall commence to accrue as of that date, and for any lehr licensed thereafter such minimum royalty shall commence to accrue on the first day of the calendar month next succeeding the date when said lehr shall commence to operate, and not later than the first day of the calendar month next succeeding Thirty (30) days after the date of shipment of the lehr by Licensor to Licensee and the first and last payments hereunder shall be prorated according to the number of months during which such minimum royalty shall have actually been accruing in the first and last calendar years respectively; *Provided*, however, that the Licensee shall be entitled to 'spread' the minimum royalties on said leased machinery; that is to say, the total minimum royalties for any one year payable by Licensee to Licensor for the use of said leased machinery shall not exceed Four Hundred Dollars ($400) times the number of lehrs, which, at the given time, are included within said term 'leased machinery'.

"The Licensee shall, on or before the tenth day of each month, furnish to the Licensor, upon blanks provided by the latter, a properly certified statement showing the number of days that the leased machinery was operated during the preceding calendar month".

[fol. 20780] (b) Said Supplemental Agreement Amending Lehr Agreement dated March 21, 1927 is hereby declared to be cancelled and is superseded by this present Lehr Royalty Agreement.

(c) The word "royalties" in Section 14, of said General Lehr Agreement, the word "royalty" in paragraph (c) of Section 15 thereof, the word "royalty", and the word "royalties" in Section 20 thereof, shall each of them be held to refer to all of the royalties provided for in Section 11, as amended above. The word "royalty" in paragraph (b) of Section 16 of said General Lehr Agreement shall be held to mean "minimum royalty". Also, the word "royalties" in Section 17 thereof shall be construed as meaning "minimum royalties", and the words "total royalties" therein shall be construed as meaning "total minimum royalties".

The General Lehr Agreement referred to in the form of lehr license set forth in Section 2 thereof shall be construed to be said agreement as amended by this present Lehr Royalty Amending Agreement, and wherever Section 11 is referred to in said General Lehr Agreement it shall be considered to be Section 11 as so amended.

Section 2—Illinois Lehr Agreement

(a) For Section 11 "Royalties" of the General Lehr [fol. 20781] Agreement between Licensor and the Illinois Glass Company dated December 1, 1925, as amended by Supplemental Agreement Amending Lehr Agreement dated July 20, 1927, in turn modified by letter dated July 25, 1927, (including also sub-licenses HL-B-17 dated July 30, 1928 and HL-B-18 dated October 16, 1928 (both as amended July 16, 1931), there shall be substituted the following—

"Section 11

Royalties

"The Licensee shall pay to the Licensor upon each lehr included within said term 'leased machinery' a royalty of Two and One-half Dollars ($2.50) for each day or any part thereof, said lehr is used during the term of the license covering such lehr and issued hereunder. As to lehrs licensed hereunder January 1, 1935 such royalties shall commence to accrue as of that date and for any lehr licensed thereafter such royalties shall commence to accrue the day when said lehrs shall commence to operate. All such royalties shall be paid monthly at the Licensor's office in New York funds on or before the fifteenth day of each month for the use of such lehrs during the preceding calendar month.

"The Licensee shall pay to Licensor a minimum royalty upon each lehr included in said term 'leased machinery' of not less than Four Hundred Dollars ($400) per year payable in New York funds at the Licensor's office on or before the fifteenth day of January for the year last preceding dur- [fol. 20782] ing the term of the license covering such lehr and issued hereunder. As to lehrs licensed hereunder January 1, 1935, such royalties shall commence to accrue as of that date and for any lehr licensed thereafter such minimum royalty shall commence to accrue on the first day of the calendar month next succeeding the date when said lehr shall commence to operate and not later than the first day of

the calendar month next succeeding Thirty (30) days after the date of shipment of such lehr to Licensee, and the first and last payments hereunder shall be prorated according to the number of months during which such minimum royalty shall have actually been accruing in the first and last calendar years respectively; *Provided,* however, that the Licensee shall be entitled to 'spread' the minimum royalties on said leased machinery; that is to say, the total minimum royalties for any one year payable by Licensee to Licensor for the use of said leased machinery shall not exceed Four Hundred Dollars ($400) times the number of lehrs which at the given time are included within said term 'leased machinery'.

"The Licensee shall, on or before the tenth day of each month furnish to the Licensor, upon blanks provided by the latter, a properly certified statement showing the number of days that the leased machinery was operated during the preceding calendar month".

(b) Said Supplemental Agreement Amending Lehr Agreement dated July 20, 1927, is hereby declared to be cancelled and is superseded by this present Lehr Royalty Agreement.

(c) The word "Royalties", in paragraph (b) of Section 14 of said General Lehr Agreement, the word "royalty" in [fol. 20783] paragraph (c) of Section 15 thereof, and the word "royalty" in Section 20 thereof shall each of them be held to refer to all of the royalties provided for in Section 11 as amended above. The word "royalty" in paragraph (b) of Section 16 shall be held to mean "minimum royalty". Also, the word "royalties" in Section 17 thereof shall be construed as meaning "minimum royalties", and the words "total royalties" therein shall be construed as meaning "total minimum royalties".

The General Lehr Agreement referred to in the form of lehr license set forth in Section 2 thereof shall be considered to be said agreement as amended by this present Lehr Royalty Amending Agreement, and wherever Section 11 is referred to in said General Lehr Agreement it shall be considered to be Section 11 as so amended.

Section 3—Special Lehr Agreement—"Hartford's Lowest Standard Rates"—"Hartford's Lowest Standard

Rates", as this expression is used in Section 4 of the Special Lehr Agreement between Licensor and Licensee dated February 18, 1931, shall be understood and construed to mean the rates of royalty specified in Section 1 of the present Agreement.

[fol. 20784] *Section 4—Berney-Bond License and Lease.* For Section 9 of License and Lease No. HL-35 between Licensor and Berney-Bond Glass Company dated January 18, 1927, as amended March 14, 1927 and July 16, 1931, there shall be substituted the following—

"Section 9

"Royalties—Minimum Royalty—Reports

"(a) The Licensee shall pay to the Licensor during the term of this License and Lease a royalty of Two and One-half Dollars ($2.50) for each day, or any part thereof, during which said leased machinery is used. Such royalty shall be paid monthly at the Licensor's office in New York funds on or before the fifteenth day of each month for the use of said leased machinery during the preceding calendar month.

"(b) The Licensee shall pay a minimum royalty under this License and Lease of not less than Four Hundred Dollars ($400) per year, payable in New York funds at the Licensor's office on or before the fifteenth day of January for the year last preceding during the entire term of this License and Lease. Such minimum royalty shall begin to accrue on the first day of the calendar month next succeeding the date when said leased machinery shall commence to operate, and not later than the first day of the calendar month next succeeding Thirty (30) days after the date of shipment of the leased machinery to Licensee and the first and last payments hereunder shall be prorated according to the number of months during which such minimum royalty shall have actually been accruing in the first and last calendar years respectively.

[fol. 20785] "*Provided,* however, that no minimum royalty shall be due or payable hereunder in any calendar year in which Licensee shall pay to Licensor for the use of all lehrs under license and lease from Licensor, total royalties equal to the total minimum royalties required on all such lehrs for that year.

"(c) The Licensee shall, on or before the tenth day of each month, furnish to the Licensor, upon blanks provided by the latter, a properly certified statement showing the number of days that the leased machinery was operated during the preceding calendar month".

Section 5—Hemingray Licenses and Leases—Renewal and Amendment.

(a) License and Lease No. HL-36 from Licensor to Hemingray Glass Company, dated November 8, 1926 (Amended March 10, 1927 and July 15, 1932) is hereby renewed for a supplemental period of Eight (8) years, effective as of November 1, 1934, in accordance with the provisions of Section 4 thereof; and License and Lease No. HL-120 from Licensor to Hemingray Glass Company dated November 16, 1929 (Amended July 15, 1932), is hereby renewed for a supplemental period of Ten (10) years, effective as of September 22, 1934, in accordance with the provisions of Section 4 thereof.

(b) Licenses and Leases Nos. HL-36, as amended March 10, 1927, and HL-120, above referred to, and License and [fol. 20786] Lease No. HL-111 from Licensor to Hemingray Glass Company dated September 23, 1929 (All amended July 15, 1932) are each further amended by substituting for Section 9 thereof the following—

"Section 9

"Royalties—Minimum Royalty—Reports

"(a) The Licensee shall pay to the Licensor during the term of this License and Lease a royalty of Two and One-half Dollars ($2.50) for each day, or any part thereof, during which said leased machinery is used. Such royalty shall be paid monthly at the Licensor's office in New York funds on or before the fifteenth day of each month for the use of said leased machinery during the preceding calendar month.

"(b) The Licensee shall pay a minimum royalty under this License and Lease of not less than Four Hundred Dollars ($400) per year, payable in New York funds at the Licensor's office on or before the fifteenth day of January for the year last preceding during the entire term of this

License and Lease. Such minimum royalty shall begin to accrue on the first day of the calendar month next succeeding the date when said leased machinery shall commence to operate, and not later than the first day of the calendar month next succeeding Thirty (30) days after the date of shipment of the leased machinery to Licensee and the first and last payments hereunder shall be prorated according to the number of months during which such minimum royalty shall have actually been accruing in the first and last calendar years respectively.

[fol. 20787] "*Provided,* however, that no minimum royalty shall be due or payable hereunder in any calendar year in which Licensee shall pay to Licensor for the use of all lehrs under license and lease from Licensor, total royalties equal to the total minimum royalties required on all such lehrs for that year.

"(c) The Licensee shall, on or before the tenth day of each month, furnish to the licensor, upon blanks provided by the latter, a properly certified statement showing the number of days that the leased machinery was operated during the preceding calendar month."

In Witness Whereof the parties have hereunto set their hands and seals, acting by their respective officers duly thereunto authorized.

Hartford-Empire Company. (Seal.)
By Arthur T. Safford, Jr., Secretary.

In Presence of:

John R. Hobson
Ruth Broemel

Owens-Illinois Glass Company
By E. F. Martin, Asst. Sec'y

(Here follows 1 photolithograph, side folio 20788)

[fol. 20789] DEFENDANTS' EXHIBIT No. H-6107

Settlement Agreement

This Agreement made this 2nd day of August, 1935, between Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut, (hereinafter called "Hartford"), and Antonio Scalise, doing business as Florida Glass Manufacturing Company, having its principal place of business at Jacksonville, Florida, (hereinafter called "Florida"),

Witnesseth That

Whereas Hartford is engaged in the manufacture of glassworking machinery and in the licensing of machinery and methods for the manufacture of glassware, and further, owns many inventions, applications for Letters Patent and patents of the United States relating to the manufacture of glassware, and

Whereas Florida is engaged in the manufacture of glassware and prior to the date hereof has used certain glass feeding machines and glass forming machines which Hartford claims infringe certain patents of Hartford, and

Whereas Hartford has heretofore filed two certain suits in equity against Florida alleging infringement of certain of its patents, said suits being identified on Equity Docket of U. S. District Court for Southern District of Florida, Div. No. 1, as Nos. 818-J and 819-J, and

[fol. 20790] Whereas a preliminary injunction has been granted in suit Equity No. 818-J, and

Whereas Florida desires to effect a settlement for its past infringing uses of Hartford's patents.

Now, Therefore, in consideration of these premises and of the covenants and payments hereinafter set forth, the parties agree as follows:

Section 1.—Payment of Damages.

(a) Florida hereby agrees to pay to Hartford the sum of One Thousand Dollars ($1000) in Ten (10) monthly installments of One Hundred Dollars ($100) each, the first of said installments to be paid September 1, 1935 and the other installments being payable on the first day of each of the nine consecutive months thereafter. Florida will execute a note payable to Hartford for the sum of One

Thousand Dollars ($1000), payable in amounts and at the times herein specified.

(b) In the event that Florida shall fail to make any of its monthly payments when the same shall become due, Hartford shall be entitled to revoke any and all of the individual Licenses and Leases issued by it to Florida of even date herewith, and to take possession of the feeders as covered by the said Licenses and Leases; Provided, however, that this right of revocation and re-possession shall in no way [fol. 20791] effect any other remedy Hartford may have for the collection of any of said monthly payments.

Section 2—Release. Hartford hereby releases Florida from any and all claims and demands by Hartford in law or in equity for profits and/or damages arising from infringement occurring prior to the date hereof of patents of Hartford, in so far as said infringement consisted in the making, using or selling by Florida of two certain glass feeding machines known as Miller Feeders and three certain glassware forming machines known respectively as one Lynch LA Type, one Ed. Miller Milk Bottle machine and one O'Neill Narrow Neck machine, the said machines being described more particularly in Leases and/or Licenses of even date herewith.

Section 3—Disposal of Suits. Florida agrees to, and hereby does consent to, the entry of a suitable decree in suit Equity No. 819-J holding valid and infringed each and every of the patents set up in the Bill of Complaint thereof and granting permanent injunction as prayed for therein.

Florida further agrees that it will not oppose the entry of a final decree in suit Equity No. 818-J making permanent the injunction granted therein—and discharging the bond therein furnished by the plaintiff.

[fol. 20792] In Witness Whereof, the parties have hereunto set their hands and seals, Hartford acting by its officers duly authorized therefor.

Hartford-Empire Company, by Arthur T. Safford, Jr., Secretary.

Attest: Ruth Broemel.

Antonio Scalise.

Attest: F. J. Heintz.

[fols. 20793-20798] DEFENDANTS' EXHIBIT No. H-6108

Hartford, Conn. February 15th, 1926.

The Within License and Lease No. Hwd—14 is hereby cancelled.

Hartford-Empire Company by F. Goodwin Smith, V. Pres., F. H. Berney-Bond Glass Company by Ben F. Hazelton, Jr., President.

License and Lease No. Hwd.—14 from Hartford-Empire Company to Berney-Bond Glass Company Dated April 26, 1933. Howard Feeder.

[fols. 20799-20819] Section 4 —*Term*

The term of this license and lease, unless sooner revoked or terminated as provided elsewhere herein, shall be for an initial period of Eight years from the date of this license and lease, with privilege, if claimed by the Licensee in writing before the expiration of the said initial period, of one renewal for a supplemental period of Eight (8) years, upon all the conditions hereof, except as to installation and further renewal, and without additional license fee for such renewal.

Note: Exhibit H-6108 is otherwise similar to exhibit 1634.

[fol. 20820] DEFENDANTS' EXHIBIT No. H-6109

* * * * * * *

[fols. 20821-20824] General Agreement Berney-Bond Glass Company

Preamble

Whereas Berney-Bond Glass Company, a corporation organized under the laws of Pennsylvania and having its principal place of business at Clarion, Pennsylvania, (hereinafter called "License"), and the Hartford-Empire Company, a corporation organized under the laws of Delaware and having a place of business at Hartford, Connecticut; hereinafter called "Licensor"), have outstand-

ing between them certain licenses and leases and contracts as follows—

License and Lease No.	Date
Hwd.-14	April 26, 1923
Hwd.-15	April 26, 1923
Hwd.-16	April 26, 1923
Hwd.-17	April 26, 1923
Hwd.-18	April 26, 1923
Hwd.-19	April 26, 1923
Hwd.-20	April 26, 1923
Hwd.-21	April 26, 1923
Hwd.-22	April 26, 1923
Hwd.-23	April 26, 1923
Hwd.-24	April 26, 1923
Hwd.-25	April 26, 1923

Supplemental Agreement dated April 26, 1923.

* * * * * * *

[fol. 20825] Section 3—*Additional Feeders.*—Upon request of the Licensee, the Licensor agrees to furnish and license to the Licensee Hartford Single Feeders as described in Schedule A. annexed hereto, at such times and in such quantities, not exceeding a total of Twenty-five (25) of such feeders, during the continuance of this Agreement, as the Licensee may from time to time desire, subject, however, to reasonable limitations of the Licensor's manufacturing conditions and of fairness in supplying other licensees with machinery furnished by the Licensor. If the Licensor fails within a reasonable time, under the above circumstances, to furnish such machines, the Licensee may secure the same elsewhere.

Section 4—*Substitution for Howard Licenses.*

Whenever the Licensee shall so take and license hereunder a Hartford Single Feeder in addition to those licensed to it before the date hereof, the Licensee shall have the right, in its option, to revoke and cancel the license of a Howard feeder licensed to it, and return such feeder to the Licensor and upon such revocation and return, no [fol. 20826] further obligations by way of minimum royalties or otherwise shall accrue against the Licensee by reason of such revoked license.

. . . . . .

[fol. 20827] Section 8—*Delivery and Installation*

(a) The Licensor, in the case of additional feeders, shall deliver said leased machinery f. o. b. at place of manufacture, and shall, if requested by Licensee, aid in installing said leased machinery as provided in Schedule "B" annexed hereto.

(b) The Licensee agrees to proceed diligently with the installation of said leased machinery as soon as the same is delivered, and to accept the machinery and pay royalties to the Licensor as called for by Sections 14 and 15 of this Agreement.

Section 9—Term. The term of the licenses issued hereunder, unless sooner revoked or terminated as provided elsewhere herein, shall be for an initial period of Eight (8) years from the date of this Agreement, with privilege, if claimed by the Licensee in writing before the expiration of the said initial period, of one renewal for a supplemental period of Eight (8) years, upon all the conditions hereof, except as to installation and further renewal, and without additional license fee for such renewal.

Section 10—*Place and Nature of Use*

(a) Said leased machinery and all improvements thereon shall be used only for manufacturing the glass-[fol. 20828] ware defined as Permitted Ware in Schedule C. annexed hereto and only at the plant of the Berney-Bond Glass Company located at Clarion, Pennsylvania, or at any other plant owned by the Licensee.

(b) Said leased machinery and all improvements thereon shall be used for delivering glass to only a single forming machine at a time and not otherwise.

(c) The Licensor further agrees that prior to April 26, 1939 and so long as at least Ten (10) such Howard feeders remain under license to the Licensee under this Agreement, it will not grant to any person, firm or corporation except Licensee, any license or right to use the said Howard Feeders in Continental United States for the making with ordinary lime glass of milk bottles permitted in Schedule C;—*Provided,* however, that this paragraph (3) of Sec-

tion 10 and the exclusive covenant made hereunder shall not be held to conflict with or in any way prejudice the rights of the Pacific Coast Glass Works to use such machines for milk bottles under an agreement now outstanding between Howard Automatic Glass Feeder Company, Berney-Bond Glass Company, Hartford-Empire Company and said Pacific Coast Glass Works, dated May 24, 1923, and licenses made or to be made in pursuance thereof, and the Licensor herein shall have and reserve the right as to any and all patents controlled by it to carry out all the requirements and provisions of said Agreement with [fols. 20829-20846] said Pacific Coast Glass Works.

[fol. 20847] Schedule D

Annexed to General Agreement Dated February 15, 1926, between Hartford-Empire Company and Berney-Bond Glass Company

Royalty Rates

The rates of royalty upon all permitted ware specified in Schedule C. above, produced hereunder, shall be as set forth below.

1. When made with Howard Feeders,—all ware (including Milk Bottles)

	Per Gross
Not over 10 oz. weight	10 Cents
Over 10 oz. weight and not exceeding 13 oz. weight	11 Cents
Over 13 oz. weight and not exceeding 16 oz. weight	12 Cents
Over 16 oz. weight and not exceeding 20 oz. weight	13 Cents
Over 20 oz. weight and not exceeding 26 oz. weight	15 Cents
Over 26 oz. weight and not exceeding 31 oz. weight	17 Cents
Over 31 oz. weight and not exceeding 36 oz. weight	19 Cents
Over 36 oz. weight and not exceeding 40 oz. weight	23 Cents
Over 40 oz. weight and not exceeding 72 oz. weight	one-twelfth (1/12) of one cent per pound.

The weights above specified are the weights of the finished articles.

[fol. 20848] 2. When made with Hartford Single Feeders—

Milk Bottles

Quart size	20	cents	per	gross
Pint size	15	"	"	"
One-half pint size	12	"	"	"
One quarter pint size	10	"	"	"

and for other sizes a royalty proportioned by weight of product to the royalty for the nearest standard size.

All Other Ware

The weights below specified are the weights of the finished articles.

	Per Gross
2 oz. weight and under	10 Cents
Over 2 oz. weight and not exceeding 4 oz. weight	11 Cents
Over 4 oz. weight and not exceeding 8 oz. weight	12 Cents
Over 8 oz. weight and not exceeding 12 oz. weight	13 Cents
Over 12 oz. weight and not exceeding 13 oz. weight	14 Cents
Over 13 oz. weight and not exceeding 16 oz. weight	15 Cents
Over 16 oz. weight and not exceeding 20 oz. weight	16 Cents
Over 20 oz. weight and not exceeding 26 oz. weight	18 Cents
Over 26 oz. weight and not exceeding 30 oz. weight	21 Cents
Over 30 oz. weight and not exceeding 72 oz. weight	one-twelfth (1/12) of a cent per pound.

Note: Exhibit H-6109 is otherwise similar to Exhibit 152 (Hartford-Lamb agreement).

[fols. 20849-20876] DEFENDANTS' EXHIBIT No. H 6110

The within license is hereby renewed for a supplemental period of eight years. See letter—Illinois Pacific Coast Company to Hartford-Empire Company, dated April 13, 1931.

License and Lease No. Hwd-26 from Hartford-Empire Company to Pacific Coast Glass Works

Dated May 24, 1923

Howard Feeder

Note: Exhibit H-6110 is otherwise similar to Exhibit 1634.

* * * * * * *

[fol. 20877] DEFENDANTS' EXHIBIT No. H 6111

[fol. 20878] This General Agreement, Made this 21st day of February, 1920, between the Hartford-Fairmont Company, a corporation organized under the laws of the State of New York, and having a place of business at Canajoharie in the said State, hereinafter designated the Hartford Company, and the Illinois Glass Company, a corporation organized under the laws of the State of Illinois, and having a place of business at Alton in said State, hereinafter designated the Illinois Company. Witnesseth:

That Whereas the Hartford Company is the owner of certain Letters Patent of the United States and of certain applications now pending for Letters Patent of the United States, relating to the manufacture of glassware; and

Whereas the Illinois Company is engaged in manufacturing glassware in the United States and desires to use in said business in the United States certain machinery embodying inventions shown in said Letters Patent and Patent Applications, said machinery consisting of

(a) A Paddle Feeder in combination with Three (3) Forming Machines, said combination being known as a Unit and said Feeder and said Forming Machines being more particularly described in Schedule "A" hereto annexed.

Now, Therefore, in consideration of the mutual covenants herein contained, the said Hartford Company and the said Illinois Company agree as follows:

Section 1

Minimum Number of Units to Be Taken

The Illinois Company agrees that within three (3) years after the time when the Hartford Company is ready to deliver to the Illinois Company the first of said units, the Illinois Company will take, install and operate not less than [fol. 20879] twenty (20) of such units, the same to be taken as follows: (a) In the first of said three years the Illinois Company will take all the units, not exceeding eight (8) which the Hartford Company is ready to deliver; (b) In the second year not exceeding eight (8) more, and (c) in the third year all the balance of the said twenty.

And the Hartford Company will, subject to the ordinary and reasonable limitations of manufacture of such units,

and consistent also with a fair treatment of the reasonable needs of other license-s of the Hartford Company for machinery supplied by such Company, deliver and lease said units to the Illinois Company and will license said Company to use said units.

Said units and all addtional units leased hereunder, and the installation, use, operation, care, possession and title thereof, and all the rights and obligations of the parties hereto in connection with said units shall be subject to all the provisions of this Agreement. Such units are hereinafter referred to as "leased units."

The leasing and licensing of such units shall be evidenced for each of said units by the issuance of a license at the time when such unit is ordered and contracted for, in substantially the following form:

* * * * * * *

[fol. 20880] Such License and Lease is hereinafter referred to as a "License."

It is understood between the parties hereto that the Illinois Company intends to purchase or has purchased all the assets and business of the Cumberland Glass Manufacturing Company, a New Jersey corporation having a place of business at Bridgeton, New Jersey, and that said Cumberland Glass Company now leases and licenses from the Hartford Company three (3) Paddle Feeders under Licenses and Leases Nos. 101, 104 and 105, dated respectively, April 14, 1917, August 3, 1917 and August 3, 1917. It is hereby agreed that if and when said assets and business are so purchased, the said three feeders, when supplied with the regular complement of Hartford Company's forming machines shall be considered and counted as a part of the first eight of the minimum of twenty units which the Illinois Company agrees by this Section to take, install and operate, and for which three feeders no license fee as provided in Section 3 hereof shall be paid by the Illinois Company; and it is further *Provided* that the said License and Leases Nos. 101, 104 and 105 shall, upon the completion of such purchase, be regarded as cancelled and the said three feeders [fols. 20881-20900] may be assigned to the Illinois Company, and, until such time as the Hartford Company is ready to equip said three feeders with the regular complement of forming machines as specified in this Section, said feeders

may be operated by the Illinois Company with any forming machines, but otherwise subject to the terms of this Agreement. As soon, however, as the Hartford Company is ready to supply such regular complement, the same shall be installed by the Illinois Company with said three feeders, and the three units so completed shall be covered by "Illinois Glass Company Licenses," as described in this Section.

Section 2

Additional Licenses

It is further agreed that the Hartford Company, upon written request of the Illinois Company, at any time during the term of the licenses as provided in Section 7, will issue such licenses of such units in addition to the twenty specified in Section 1 as shall thus be requested, and shall furnish and install the same, as provided in Schedule "B" annexed hereto, the time of delivery of said units to be subject to the ordinary and reasonable limitations of manufacture of such units, and consistent also with a fair treatment of the reasonable needs of other licensees of the Hartford Company for machinery supplied by said Company.

Such additional units so furnished shall be leased, licensed, installed, used, operated, held, paid for and owned subject to and in accordance with all the provisions of this Agreement.

• • • • • • •

[fol. 20901] Section 26

Limitations Upon the Hartford Company

In special consideration of the covenant of the Illinois Company in Section 1 as to number of units to be taken, as well as of the other covenants hereof, the Hartford Company agrees that the future action of the Hartford Company in granting new licenses for such units or in altering existing licenses for such units during the term of this agreement, in so far and only in so far as such future action by the Hartford Company would confer power upon the licensees under licenses so granted or altered, to produce with such units any of the permitted ware specified in Schedule "C" annexed hereto, shall be subject to the following restrictions.

Paragraph I—Limitation as to New Licensees:

The Hartford Company will not grant licenses for such units to any person, firm or corporation other than its existing licensees, (to wit, those which at the date of this Agreement hold licenses for Paddle Feeders) except as follows:

(a) The Hartford Company may, subject to the provisions of Clause (d) Paragraph IV of this Section, grant to other than existing licensees licenses as specified in said Clause (d) for making ware for the licensee's own products.

[fol. 20902] (b) If any of said existing licensees shall entirely abandon the use of such units, or all of the licenses of any such licensee shall be revoked or terminate, then the Hartford Company may issue licenses to a new licensee for a like number of units.

(c) The words "existing licensee," herein used shall be held to include such substituted new licensee. It is understood that the Beech-Nut Packing Company of Canajoharie, New York, and the Monongah Glass Company of Fairmont West Virginia, are included in the existing licensees.

Paragraph II—Limitations on Additional Licenses to Existing Licensees

(a) The Hartford Company shall not during the first five (5) years after the date of this Agreement issue licenses to its existing licensees for more than a total of twenty-five (25) such units, and then only to the following existing licensees (or their substitutes as provided in Paragraph I above); Monongah Glass Company, of Fairmont, West Virginia; Kearns-Gorsuch Bottle Company, of Zanesville, Ohio; Salem Glass Works, of Salem, New Jersey; Maryland Glass Corporation, of Baltimore, Maryland, and the Woodbury Glass Company, of Winchester, Indiana.

(b) The Hartford Company shall not have outstanding during said five years with any one of the licensees above named, licenses for more than eight (8) of such units, except in the case of the Salem Glass Works, where it may have ten (10) outstanding.

(c) If at the end of three (3) years from the date of this Agreement said five named licensees have not agreed to

take, or if at the end of four (4) years from the date hereof, said five licensees have not taken all of said twenty-five units, then the Illinois Company shall have the option of agreeing to take over the untaken balance of said twenty-five units within six (6) months, or any part of such balance, and if the Illinois Company does not so exercise such option or agrees to take only a part of such balance, then the [fol. 20903] Hartford Company may license such balance or the remainder thereof to any of its existing licensees, subject to the above maximums of eight and ten to any one licensee.

(d) Any license for such unit issued hereafter to the Woodbury Glass Company shall provide that if such license or such unit shall at any time during said first five years after the date hereof in any manner pass into the substantial control of the Owens Bottle Company of Toledo, Ohio, or of the Hazel-Atlas Glass Company of Wheeling, West Virginia, or into the control of any person, firm or corporation which directly or indirectly controls or is controlled by either of said two last named companies, then such license shall ipso facto become absolutely void and of no effect.

(e) *Provided:* That if the Illinois Company before the end of the said first five years above mentioned in Clause (a) of this Paragraph II agrees to take during the next three years thereafter at least fifteen (15) of such units, in addition to the twenty specified in Section I, at least five of said fifteen to be taken in the first of said three years; at least five (5) more in the second year; and the balance in the third year, then and thereby the said restrictive period of five years first mentioned in Clauses (a), (b) and (d) of this Paragraph II shall be extended for five (5) additional years, so that all the above restrictions and conditions set forth in Clauses (a), (b) and (d) of this Paragraph II as to the granting of new licenses to existing licensees shall be in effect for such additional period of five years. Any of such units taken by the Illinois Company before the end of said first five years, in excess of the twenty specified in Section 1, shall be credited upon the fifteen additional units specified in this Clause (e), but those taken by it under the option set forth in Clause (c) of this Paragraph II shall not be so credited.

(f) *Provided, further,* that in arriving at the three totals of twenty-five, eight and ten first specified in this Paragraph

II, Clauses (a) and (b), there shall not be counted or included (1) forming machines hereafter licensed for use [fol. 20904] with feeders now under license and not now supplied with such forming machines; (2) units licensed hereunder to the Illinois Company; (3) units licensed as specified hereinafter in this Section, Paragraph IV, Clause (d), for making ware for the licensee's own products.

Paragraph III—Limitations on Existing Fields of Ware

The Hartford Company shall not as to such units now or hereafter licensed, extend, broaden or add to the present permitted fields of ware of any existing licensee, except in existing or future licenses to the Kearns-Gorsuch Bottle Company of Zanesville, Ohio.

The words "permitted ware" or "fields of ware" above used refer to the articles of ware which licensees are permitted to produce with their licensed machinery.

Paragraph IV—Powers Remaining in Hartford Company

Provided, further, that this Section on the other hand leaves with the Hartford Company full unrestricted power.

(a) To issue licenses for such units at any time, in any number, to any person, firm or corporation to use such units in producing ware not included in the permitted ware specified in Schedule "C" hereto annexed.

(b) To broaden and extend the permitted fields of ware of any licensee so as to allow the making by such units of any ware not included in said permitted ware specified in Schedule "C".

(c) Afer five (5) years from the date hereof to issue licenses for as many units as it may desire to its now existing licensees, except as said period may be extended as provided above in Paragraph II, Clause (e).

(d) To issue, with the consent of the Illinois Company, licenses of such units to be used for the sole purpose of making ware used and to be used by the licensee as containers for articles produced by said licensee. In such case such licensee may allow the use of such units for the produc- [fol. 20905] tion of such containers by any company a majority of whose stock is, during the period of such use, owned by the licensee.

The provisions of this Section are to be read and applied in connection with those of Section 27.

Section 27

Statement of Intention of Parties—Conditions Attached to Sections 2, 12 and 26

In entering upon this Agreement, it is the expectation of both parties:

(a) That both parties will operate in good faith to increase the production of the ware specified in Schedule "C" by such units, and the sale thereof, to the advantage of both parties.

(b) That there shall be and remain outside of the Illinois Company a number of other makers of glassware, using machinery of the Hartford Company, affording healthful competition in such industry and also furnishing an outlet for the licensing business and the machinery of the Hartford Company in addition to the outlet supplied by the Illinois Company.

(c) That the Illinois Company, being regarded by the Hartford Company as the strongest single maker and dealer in the ware specified in Schedule "C" will become and remain the most important of the licensees of the Hartford Company. That the Illinois Company will, in the probable growth of its business, using the Hartford units, be able to take and operate practically all of the additional units which the Hartford Company, were it not for the limitations imposed upon it by Section 26 hereof, would in the probable future of the glass industry be able to license to licensees other than the Illinois Company. Believing that a practical realization of these expectations is for the best interests of the Hartford Company, that Company has in Sections 2, 12 and 26 imposed upon itself special and unusual obligations and restrictions and has thus considerably restricted its [fol. 20906] control over its own future business. Its action was based upon the consideration of the advantages it believes will accrue from the carrying out in good faith of the foregoing expectations.

Therefore, to meet the possible failure in whole or in part, of such especial considerations moving to the Hart-

ford Company, it is further agreed as follows, and such agreements below in this Section shall be interpreted in the light of the foregoing statement of expectations:

All the obligations, limitations and restrictions imposed upon the Hartford Company by Section 2; by paragraph (c) of Section 12; and by Section 26 hereof, including the provisions as to issuance of additional licenses to the Illinois Company (Section 2); maintaining equality of royalties (Section 12); limitation of fields of present licensees; limitation of issuance of additional licenses; limitation as to new licensees (Section 26), shall become null and void and of no effect under any one or more of the following conditions and immediately upon the occurring of such conditions:

(1) If the Illinois Company shall fail to fulfill its covenant set forth in Section 1, as to taking twenty units within the specified time, and such failure is not due to the failure of the Hartford Company to offer such units for delivery within such time, or if the Illinois Company shall fail to fulfill any agreement which it shall hereafter make under the provisions of Section 26, either under the option set forth in Paragraph II, Clause (c), or under its option for fifteen additional units, set forth in Paragraph II, Clause (e), provided that such failure is not due to the failure of the Hartford Company to offer such units for delivery within the time specified for their taking.

(2) If the Illinois Company shall by reason of its own act or neglect, fail for any continuous period of nine (9) months to have under such license at least twenty (20) of such units, after the period provided in Section 1 for taking such units.

(3) If at any time the substantial control of the Illinois [fol. 20907] Company passes into the hands of the Owens interests. The words "Owens interests" above used shall be construed to cover the Owens Bottle Company now of Toledo, Ohio, or any person or group of persons, firm or corporation which, at the time of such passing of control of the Illinois Company, controls or is controlled by said Owens Company, directly or indirectly. The words "substantial control" above shall be construed to cover any actual control of the management or policy of the Illinois Company, direct or indirect, and however effected or maintained.

(4) If at any time a majority of the now existing licensees of the Hartford Company, including the Illinois Company, shall directly or indirectly come into the control of interests which use such control to the substantial disadvantage of the Hartford Company.

Section 28

Right of Illinois Company to Make Machinery

In case the Hartford Company shall fail to offer for delivery within a reasonable time any units or parts thereof *ordered and requested* by the Illinois Company under this Agreement, and such failure shall not be due to strikes, unavoidable accident, or inability to obtain materials, the Illinois Company may then itself make such units, or parts thereof, in lieu of the ones which the Hartford Company has so failed to offer for delivery. Such units so made shall be covered by licensees in the form set forth by Section 1, and when so covered shall be used subject to all the terms of this Agreement, except that no license fee shall be payable by the Illinois Company on any unit so made by said Company.

If the parties hereto shall fail to agree on the question as to whether such failure has continued for more than such reasonable time, such question shall be referred to three arbitrators, one appointed by each of said parties, and the third by the first two, and the award of a majority of said arbitrators on said question shall be final and binding upon both parties hereto.

[fols. 20908-20914] Section 29

Waiving The Conditions: Term of This Agreement

None of the provisions of this Agreement or any license made hereunder shall be held to have been waived or altered unless such waiver or alteration is in writing, signed by the General Manager or other officer of the Hartford Company, expressly authorized hereto.

This Agreement shall cease and terminate immediately upon the termination of all the licenses issued hereunder to the Illinois Company.

In Witness Whereof each of the parties hereto has caused this General Agreement to be executed in duplicate, in its

name and behalf, as of the date above first written, the Hartford-Fairmont Company by —— —— and the Illinois Glass Company by —— —— both duly authorized hereto.

Hartford-Fairmont Company, by F. Goodwin Smith, Assistant Treasurer.

In presence of: E. M. Ashcraft, Jr., Herbert Knox Smith.

Illinois Glass Company, by George M. Levis, President.

E. M. Ashcraft, Jr., Herbert Knox Smith.

• • • • • • •

[fol. 20915] DEFENDANTS' EXHIBIT No. O 6173

Amendment

to

General License

from

Owens-Illinois Glass Company

and

Owens-Illinois Pacific Coast Company

to

Hartford-Empire Company

This Agreement made and entered into as of the 14th day of January, 1942, between Owens-Illinois Glass Company, a corporation of Ohio, having its principal place of business at Toledo, Ohio, hereinafter called "Owens", Owens-Illinois Pacific Coast Company, a corporation of Delaware, having its principal place of business at San Francisco, California, hereinafter called "Owens-Pacific", and Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut, hereinafter called "Hartford";

Witnesseth:

Whereas, it is the desire of the parties hereto to amend the General License from Owens-Illinois Glass Company

and Owens-Illinois Pacific Coast Company to Hartford-[fol. 20916] Empire Company dated as of the 30th day of September, 1935, by striking certain provisions therefrom, adding certain provisions thereto, and leaving the aforesaid license agreement in full force and effect as so amended;

Now, Therefore, in consideration of the premises and of the mutual promises and covenants herein contained, It Is Agreed that said General License Agreement dated as of the 30th day of September, 1935, be and the same hereby is amended in the following respects:

Section I. The last two unnumbered subparagraphs of subsection (A) of Section 2 are amended in their entirety to read as follows:

Inventions of apparatus for or methods of forming glass by forming machines (hereinafter called "Formers") if and so far as such inventions are used or usable with apparatus for and/or methods of feeding molten glass, other than said drawing molten glass by suction into molds, and other than hand-manipulated punties, hand-manipulated blow-pipes or other hand process; but any apparatus for or methods of assembling or treating glass blocks or glass block sections after such blocks or sections have been formed in the mold shall not be considered Formers.

Inventions relating to furnaces as such, and to other apparatus and/or methods which are not functional parts of the feeding or forming process, and inventions relating to [fol. 20917] the production of fibers, that is, filaments of glass, whether solid or hollow, as distinguished from tubing and cane as these terms are now generally understood in the trade, shall not be included in "Licensed Inventions".

Section II. Section 3, entitled "Owens' License to Hartford", is amended by striking therefrom the words "subject, however, to the exclusion set forth in Schedule A hereto attached".

Section III. Schedule A attached to said General License Agreement is eliminated in its entirety.

Section IV. Said General License Agreement dated as of September 30, 1935, shall remain in full force and effect, amended only in the respects hereinabove set forth.

In Witness Whereof, the parties have hereunto set their hands, acting herein by their respective officers duly authorized in the premises.

Owens-Illinois Glass Company, by J. P. Levis, President.

Attest: E. F. Martin, Asst. Secretary.

Owens-Illinois Pacific Coast Company, by C. R. Megowen, Vice President.

Attest: E. F. Martin, Asst. Secretary.

Hartford-Empire Company, by Robson D. Brown, Vice President.

Attest: Arthur T. Safford, Jr., Secretary.

[fol. 20918] DEFENDANTS' EXHIBIT No. O-6174

Amendment

to

General License

from

Hartford-Empire Company

to

Owens-Illinois Glass Company

This Agreement made and entered into as of the 14th day of January, 1942, between Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut, hereinafter called "Hartford", and Owens-Illinois Glass Company, a corporation of Ohio, having its principal place of business at Toledo, Ohio, hereinafter called "Owens";

Witnesseth:

Whereas, it is the desire of the parties hereto to amend the General License from Hartford-Empire Company to Owens-Illinois Glass Company dated as of the 1st day of October, 1935, by striking certain provisions therefrom, adding certain provisions thereto, and leaving the aforesaid license agreement in full force and effect as so amended;

[fol. 20919] Now, Therefore, in consideration of the prem-

ises and of the mutual promises and covenants herein contained, It Is Agreed that said General License Agreement dated as of October 1, 1935, be and the same hereby is amended in the following respects:

Section I. The last two unnumbered subparagraphs of subsection (A) of Section 1 are amended in their entirety to read as follows:

Inventions of apparatus for or methods of forming glass by forming machines (hereinafter called "Formers") if and so far as such inventions are used or usable with apparatus for and/or methods of feeding molten glass, other than said drawing molten glass by suction into molds, and other than hand-manipulated punties, hand-manipulated blow-pipes or other hand process; but any apparatus for or methods of assembling or treating glass blocks or glass block sections after such blocks or sections have been formed in the mold shall not be considered Formers.

Inventions relating to furnaces as such, and to other apparatus and/or methods which are not functional parts of the feeding or forming process, and inventions relating to the production of fibers, that is, filaments of glass, whether solid or hollow, as distinguished from tubing and cane as these terms are now generally understood in the trade, shall not be included in "Licensed Inventions".

[fol. 20920] Section II. The last full sentence of Section I (B), which reads,

"The rates payable by Corning Glass Works, a New York corporation, for the glassware listed in Schedule A, hereto annexed, shall not be considered in determining Hartford's Lowest Rates."

is eliminated in its entirety.

Section III. Section 2, entitled "Hartford's License to Owens", is amended by striking therefrom the words "subject, however, to all of the exclusions in Schedule B hereto attached".

Section IV. Schedules A and B annexed to said General License Agreement are eliminated in their entirety.

Section V. Schedule C attached to said General License, as amended January 1, 1936, is hereby eliminated in its en-

tirety and in its place is substituted Schedule A attached hereto.

Section VI. Said General License Agreement dated October 1, 1935, shall remain in full force and effect, amended only in the respects hereinabove set forth.

In Witness Whereof, the parties have hereunto set their [fol. 20921] hands, acting herein by their respective officers duly authorized in the premises.

Hartford-Empire Company, by Robson D. Brown, Vice President.

Attest: Arthur T. Safford, Jr., Secretary.

Owens-Illinois Glass Company, by J. P. Levis, President.

Attest: E. F. Martin, Asst. Secretary.

[fol. 20922] SCHEDULE A

Annexed to Amendment to General License from Hartford-Empire Company to Owens-Illinois Glass Company dated January 14, 1942

Rates of Royalty on Feeders

The weights below specified are the weights of the finished articles.

		Blown or Pressed & Blown Per Gross	Purely Pressed* Per Gross
Less than 1 ounce weight		$.070	$.065
1 up to but not including	2 ounce weight	.077	.067
2 up to but not including	3 ounce weight	.082	.069
3 up to but not including	4 ounce weight	.085	.071
4 up to but not including	5 ounce weight	.087	.073
5 up to but not including	6 ounce weight	.093	.075
6 up to but not including	7 ounce weight	.095	.076
7 up to but not including	8 ounce weight	.097	.077
8 up to but not including	9 ounce weight	.098	.078
9 up to but not including	10 ounce weight	.099	.079
10 up to but not including	11 ounce weight	.100	.080
11 up to but not including	13 ounce weight	.105	.085
13 up to but not including	15 ounce weight	.110	.090
15 up to but not including	17 ounce weight	.120	.095
17 up to but not including	19 ounce weight	.125	.100
19 up to but not including	21 ounce weight	.130	.110
21 up to but not including	24 ounce weight	.140	.120
24 up to but not including	27 ounce weight	.150	.130
27 up to but not including	30 ounce weight	.160	.140
30 up to but not including	33 ounce weight	.170	.150
33 up to but not including	37 ounce weight	.190	.170
37 up to but not including	41 ounce weight	.230	.190
41 up to but not including	45 ounce weight	.260	.215
45 up to but not including	50 ounce weight	.290	.240
50 up to but not including	55 ounce weight	.320	.265
55 up to but not including	60 ounce weight	.350	.290
60 up to but not including	65 ounce weight	.380	.315
65 up to but not including	70 ounce weight	.410	.340
70 up to but not including	75 ounce weight	.440	.365
75 up to but not including	80 ounce weight	.470	.390
80 up to but not including	85 ounce weight	.500	.415
85 up to but not including	90 ounce weight	.530	.440
90 up to but not including	95 ounce weight	.560	.465
95 up to but not including	100 ounce weight	.590	.490
100 up to but not including	105 ounce weight	1.000	.800
105 up to but not including	110 ounce weight	1.050	.850
110 up to but not including	115 ounce weight	1.100	.900
115 up to but not including	120 ounce weight	1.150	.950
120 up to but not including	125 ounce weight	1.200	1.000

Royalty rates for weights above these increase in like manner as shown from 100 ounces up; i. e., 5¢ per gross increase for each 5 ounce bracket or part thereof.

*—Purely Pressed, that is, produced by an operation which consists solely [fol. 20923] of pressing without the intervention of any air in the mold for the purpose of changing the shape of the article to be produced.

1. The rate of royalty on solid spherical balls and marbles up to one (1) inch in diameter shall be nine (9) cents per thousand (1000); those over one (1) inch take purely pressed rates according to weight (see above).

2. No royalty shall be payable upon stoppers, caps, lids and/or liners.

3. The royalty on all lettered fruit jars for domestic (household) use up to and including one-half (½) gallon capacity shall be ten (10) cents per gross; those over one-half (½) gallon take blown rates according to weight (see above).

Rates of Royalty on Forming Machines

The rate of royalty for the Hartford Individual Section Machine shall be two cents (2¢) per gross.

[fol. 20924] DEFENDANTS' EXHIBIT No. O-6175

Amendment to Suction Inventions License Agreement Between Hartford-Empire Company and Owens-Illinois Glass Company

This Agreemnt made and entered into as of the 14th day of January, 1942, between Hartford-Empire Company, a corporation of Delaware, having its principal place of business at Hartford, Connecticut, hereinafter called "Hartford", and Owens-Illinois Glass Company, a corporation of Ohio, having its principal place of business at Toledo, Ohio, hereinafter called "Owens";

Witnesseth:

Whereas, it is the desire of the parties hereto to amend the Suction Inventions License Agreement between Hartford-Empire Company and Owens-Illinois Glass Company dated as of the 1st day of October, 1935, by striking certain provisions therefrom, adding certain provisions thereto, and leaving the aforesaid license agreement in full force and effect as so amended;

[fol. 20925] Now, Therefore, in consideration of the premises and of the mutual promises and covenants herein contained, It Is Agreed that said Suction Inventions License Agreement dated as of October 1, 1935, be and the same hereby is amended in the following respects:

Section I. The last numbered subsection of Section 1 of said Suction Inventions License Agreement is amended to read as follows:

Inventions relating to furnaces as such, and to other apparatus and/or methods which are not functional parts of the gathering or forming process, and inventions relating to the production of fibers, that is, filaments of glass, whether solid or hollow, as distinguished from tubing and cane as these terms are now generally understood in the trade, shall not be included in "Suction Inventions."

Section II. Section 2, entitled "Hartford's License to Owens", is amended by striking therefrom the words "subject, however, to all the exclusions in Schedule A hereto attached".

Section III. Section 3, entitled "Owens' License to Hartford", is amended by striking therefrom the words "but

only in the production of glass bottles, jars, vacuum bottles or flasks, and other containers".

[fol. 20926] Section IV. Schedule A annexed to said Suction Inventions License Agreement is eliminated in its entirety.

Section V. Said Suction Inventions License Agreement dated October 1, 1935, remains in full force and effect, amended only in the respects hereinabove set forth.

In Witness Whereof, the parties have hereunto set their hands, acting herein by their respective officers duly authorized in the premises.

Hartford-Empire Company, by Robson D. Brown, Vice President.

Attest: Arthur T. Safford, Jr., Secretary.

Owens-Illinois Glass Company, by J. P. Levis, President.

Attest: E. F. Martin, Asst. Secretary.

[fol. 20927] DEFENDANTS' EXHIBIT No. O-6176

Amendment to Consolidated Feeder and Former License and Lease Between Owens-Illinois Glass Company and Hartford-Empire Company

This Agreement made and entered into as of the 14th day of January, 1942, between Owens-Illinois Glass Company, a corporation of Ohio, having its principal place of business at Toledo, Ohio (hereinafter called "Owens"), and Hartford-Empire Company, a corporation of Delaware, having its principal place of busines at Hartford, Connecticut (hereinafter called "Hartford");

Witnesseth:

Whereas, the Consolidated Feeder and Former License and Lease between Owens-Illinois Glass Company and Hartford-Empire Company dated as of the first day of October, 1935, was amended from time to time by the inclusion thereunder of additional feeders and forming machines and by the withdrawal therefrom of certain feeders [fol. 20928] and forming machines and it is the desire of

the parties hereto to amend said Consolidated Feeder and Former License and Lease by striking certain provisions therefrom, adding certain provisions thereto, and leaving it in full force and effect as so amended;

Now, Therefore, in consideration of the premises and of the mutual promises and covenants herein contained,

It Is Agreed that said Consolidated Feeder and Former License and Lease dated as of October 1, 1935, be and the same hereby is amended in the following respects:

Section 1. The sections of said Consolidated Feeder and Former License and Lease identified as "IV" is hereby "III (b)" and "VI" respectively, are cancelled in their entirety.

Section 2. The section of said Consolidated Feeder and Former License and Lease identified as "IV" is hereby cancelled in its entirety and there is substituted therefor the following:

IV. To make the attached form applicable to licensing and leasing of the Tucker, Reeves and Beatty Feeders, the words "Tucker, Reeves and Beatty" shall be used in place of the words "Hartford Single".

Section 3. The form of license and lease attached to said Consolidated Feeder and Former License and Lease, as [fol. 20929] amended March 15, 1938 (with respect to Section 12 thereof) and October 29, 1941 (with respect to Schedule D thereof) is hereby further amended in the following respects:

(a) The second paragraph of Section 6 is hereby cancelled in its entirety.

(b) The portion of Schedule C comprising the heading "Exclusions" and the subject matter specified thereunder is hereby cancelled in its entirety.

Section 4. The section of said agreement identified as "V" is hereby cancelled in its entirety and there is substituted therefor the following:

V. To make the attached form applicable to licensing and leasing of the Hartford Individual Section Machine, the following changes shall be made:

(a) The words "Hartford Individual Section Machine" shall be used in place of the words "Hartford Single Feeder," and Schedule A shall read:

List of Machinery and Accessories Furnished

A. One—Section Hartford Individual Section Machine No. —, Type "D", Class 191

(b) The rate of royalty in Schedule D shall be as follows: two cents (2¢) per gross. No royalty shall be payable upon stoppers, caps, lids and/or liners.

(c) The minimum royalty in Section 11 shall be at the rate of One Hundred Twenty-five Dollars ($125) per machine section per year.

Section 5. Said Consolidated Feeder and Former License [fol. 20930] and Lease Agreement dated October 1, 1935, remains in full force and effect, amended only in the respects hereinabove set forth.

In Witness Whereof, the parties have hereunto set their hands, acting herein by their respective officers duly authorized in the premises.

Owens-Illinois Glass Company, by J. P. Levis, President.

Attest: E. F. Martin, Asst. Secretary.

Hartford-Empire Company, by Robson D. Brown, Vice President.

Attest: Arthur T. Safford, Jr., Secretary.

[fol. 20931] DEFENDANTS' EXHIBIT No. O 6177

Copy

Hartford-Empire Company,

Hartford, Connecticut

March 14, 1939.

Owens-Illinois Glass Company, Toledo, Ohio.

Attention—John H. McNerney, Sec.

GENTLEMEN:

Amendment of Consolidated Stacker and Conveyor Agreement of October 1, 1935—Section 5 of Schedule A

Our agreement with you referred to above covering the use of the Hartford Lehr Stacker and Hartford Conveyor contains the following provision which is Section 5 (b) of Schedule A of said agreement.

"(b) The said leased machinery is designed, developed and adapted especially for use with glass annealing lehrs controlled by the Licensor. The grant of rights herein to use such leased machinery and to use the said patent rights therein embodied is therefore restricted and limited as follows: In case the said leased machinery shall at any time be used by the Licensee for the handling of glassware into, upon or in connection with any lehr or other glass annealing machinery not then controlled or under license from the Licensor, and such use shall continue after the Licensee shall have received from the Licensor written notice of objection to such use, then in such case the Licensor reserves the right, in its option, to revoke and cancel this license and lease."

This provision reserved to Hartford the right to revoke the contract under certain conditions if the Stacker or Conveyor was not used for handling glassware in connection with a lehr licensed by Hartford.

[fol. 20932] It is not our policy to enforce this provision, and in the current editions of our standard forms of Stacker and Conveyor contracts this provision was omitted entirely and replaced by a new Section 5 (b.) which reads as follows:

"(b) The grant of rights herein to use such leased machinery shall not be construed to include the right of the

Licensee to use other machinery not under license and/or lease from the Licensor, and Licensor specifically reserves such rights as it now has or shall acquire with respect to such other machinery."

This new Section 5 (b) expresses our policy of issuing each License and Lease to cover a particular Stacker or Conveyor without granting in such License and Lease rights for other equipment.

We should like to cancel the provision first referred to and susbtitute for it the new Section 5 (b) quoted above.

Subject to your approval, to be noted below, this letter will serve to amend the Consolidated Stacker and Conveyor Agreement as indicated above. Will you be good enough to date and sign both copies of this letter and return one copy to us for our files.

Very truly yours, Hartford-Empire Company, by Arthur T. Safford, Jr. (S.)

Toledo, Ohio, Sept. 19, 1939.

Owens-Illinois Glass Company hereby concurs in and agrees to the foregoing.

Owens-Illinois Glass Company, by C. B. Belknap, Vice-Pres. (S.)

JRH/gp

[fol. 20933] DEFENDANTS' EXHIBIT No. O 6179

Owens-Illinois Glass Company

Post Office Box 1035

Toledo, Ohio

Office of the President.

January 2, 1942.

Hazel-Atlas Glass Company, Wheeling, West Virginia.

Attention of Mr. J. H. McNash, President

GENTLEMEN:

Referring to the agreement entitled "License Agreement between Owens-Illinois Glass Company and Hazel-Atlas

Glass Company" made and entered into on or about the 14th day of October, 1935, as of October 3, 1935, Owens-Illinois Glass Company hereby waives from this date (a) the exclusive character of its license under the grant of Section 4 of said agreement, such license hereafter to be nonexclusive, and (b) the ware exclusions set forth in paragraphs (a), (b), (c), (d), (e), (f), and (h) of Schedule A, annexed to said License Agreement, and also, so far as it legally may do so, the exclusions set forth in paragraph (j) of said Schedule A.

Owens-Illinois Glass Company will secure the consent and joinder of Owens-Illinois Pacific Coast Company in this waiver.

Yours very truly, Owens-Illinois Glass Company, by J. P. Levis, President.

JPL:AEM.

[fol. 20934] DEFENDANTS' EXHIBIT No. O 6182

Owens-Illinois Pacific Coast Company

15th and Folsom Streets

San Francisco

January 9, 1942.

Hazel-Atlas Glass Company, Wheeling, West Virginia.

Attention of: *Mr. J. H. McNash, President*

GENTLEMEN:

Referring to the agreement entitled "License Agreement between Owens-Illinois Glass Company and Hazel-Atlas Glass Company" made and entered into on or about the 14th day of October, 1935, as of October 3, 1935, Owens-Illinois Pacific Coast Company hereby waives from January 2, 1942, (a) the exclusive character of the license under the grant of Section 4 of said Agreement, such license hereafter to be non-exclusive, and (b) the ware exclusions set forth in paragraphs (a), (b), (c), (d), (f), and (h) of Schedule A, annexed to said License Agreement, and also,

so far as it legally may do so, the exclusions set forth in paragraph (j) of said Schedule A.

Owens-Illinois Pacific Coast Company also consents to and joins with the waiver of Owens-Illinois Glass Company to the same effect under date of January 2, 1942.

Yours very truly, Owens-Illinois Pacific Coast Company, by H. S. Wade, President.

H. S. Wade, RW.

[fols. 20935–21122]

GOVERNMENT EXHIBIT No. 1888

Hartford Stream Feeding Patents

Number	Inventor	Filing Date
1,196,848	E. T. Ferngren	Jan. 7, 1913
1,362,785	E. T. Ferngren	Mar. 22, 1917
1,552,497	O. C. Noble	Oct. 13, 1921
1,657,640	K. E. Peiler	Aug. 29, 1925
1,717,802	W. J. Miller	Jan. 31, 1921
1,739,519	K. E. Peiler	Oct. 31, 1925
1,763,968	G. E. Howard	May 25, 1921
1,833,479	W. T. Barker	Nov. 1, 1927
1,852,719	G. E. Howard	Mar. 15, 1929
1,853,002	G. E. Howard	June 16, 1927
1,853,003	G. E. Howard	Nov. 1, 1928
1,905,468	G. E. Howard	June 21, 1930
1,961,015	E. C. Stewart	Jan. 24, 1933
1,986,650	E. C. Stewart	Aug. 25, 1932
2,010,334	E. C. Stewart	Apr. 18, 1933
2,047,173	L. G. Bates	Apr. 4, 1935
2,072,827	G. E. Rowe	Aug. 18, 1934
Reissue 19,439	A. J. Smith	Feb. 7, 1933

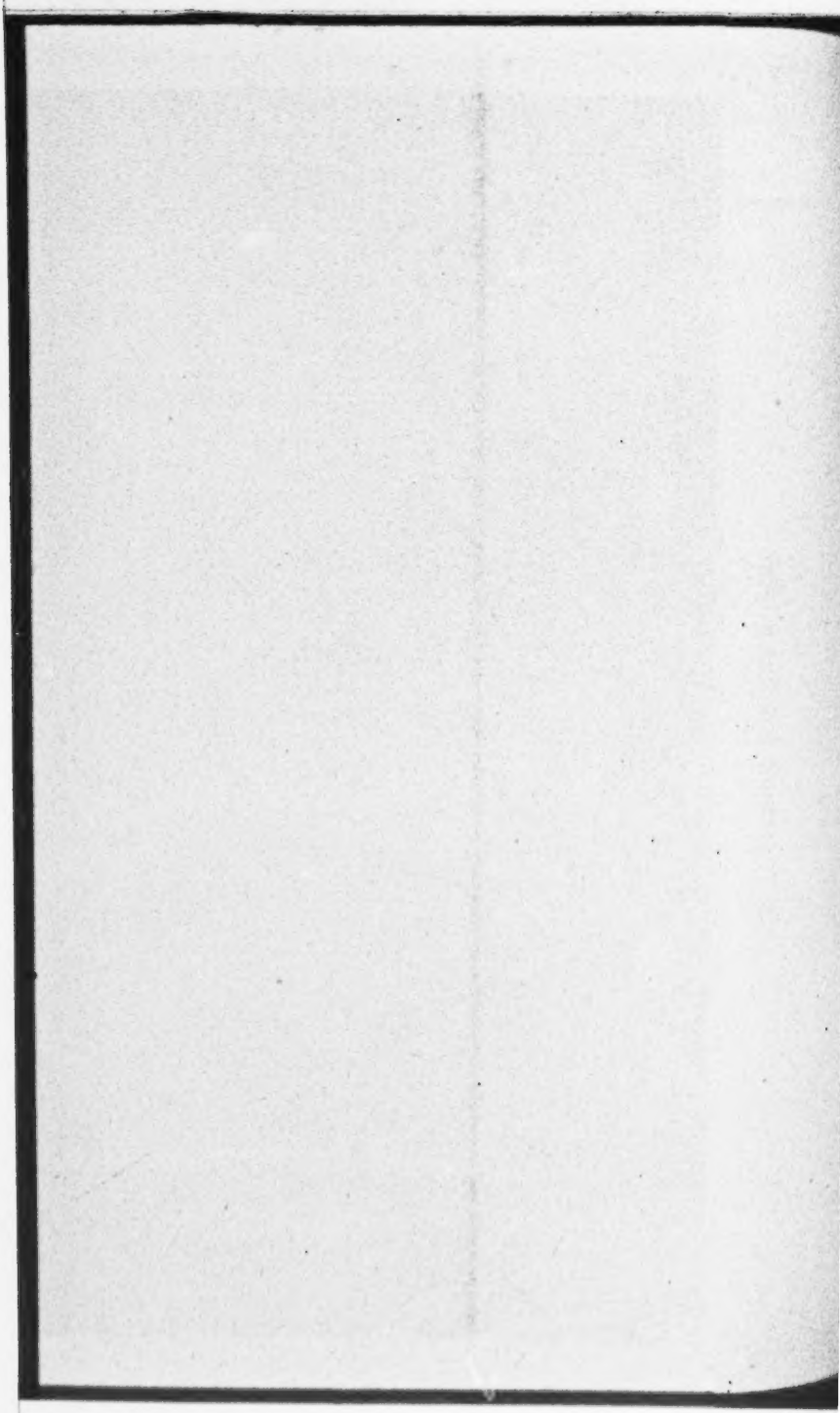
(Here follows 1 photolithograph, side folio 21123)

Government Exhibit # 1990

IN U.S.A
UNDER ONE OR MORE OF
THE FOLLOWING PATENTS
1,199,168
1,260,438
1,264,324
1,277,254
1,277,256
1,326,360
1,328,799
1,574,709
1,574,739
1,588,893
1,589,304
1,595,974
1,597,290
1,596,436
IN U.S.A

21123

USSN



[fol. 21124] GOVERNMENT EXHIBIT No. 1991

On Plate (x1990) But Not on H-5915

On Inventions of Hartford Inventors

Patent No.	Inventor	Date of Issue
1,199,108	Peiler	Sept. 26, 1916
1,260,428	—	—
1,264,328	Peiler	Apr. 30, 1918
1,277,254	Peiler	Aug. 27, 1918
1,277,256	Peiler	Aug. 27, 1918
1,326,460	Lorenz	Dec. 30, 1919
1,328,799	Peiler	Jan. 20, 1920
1,331,467	Honiss	Feb. 17, 1920
1,331,847	Genest	Feb. 24, 1920
1,421,810	Mullholland	July 4, 1922
1,473,587	Peiler	Nov. 6, 1923
1,524,638	Hiller	Jan. 27, 1925
1,553,819	Howard	Sept. 15, 1925
1,727,379	Peiler	Sept. 10, 1929
1,732,771	Peiler	Oct. 22, 1929
1,732,773	Ripley	Oct. 22, 1929
1,828,726	Lorenz	Oct. 20, 1931
1,921,380	Barker	Aug. 8, 1933
[fol. 21125] Acquired		
1,382,993	Lott	June 28, 1921
1,382,994	Lott	June 28, 1921
1,414,561	Ferngren	May 2, 1922
1,512,566	Tucker et al.	Oct. 21, 1925
1,514,091	Lott	Nov. 4, 1924
1,516,220	Tucker et al.	Nov. 18, 1924
1,519,885	Tucker et al.	Dec. 16, 1924
1,534,996	Tucker et al.	Apr. 21, 1925
1,540,894	Miller	June 9, 1925
1,544,987	Howard	July 7, 1925
1,549,206	Miller	Aug. 11, 1925
1,558,790	Chalmers	Oct. 27, 1925
1,603,994	Steelman	Oct. 19, 1926
1,608,603	Lobb	Nov. 30, 1926
1,621,426	Miller	Mar. 15, 1927
1,626,705	—	—
1,642,966	Miller	Sept. 20, 1927
1,642,967	Miller	Sept. 20, 1927
1,642,968	Miller	Sept. 20, 1927
1,654,710	Tucker et al.	Jan. 3, 1928
1,663,925	Steimer	Mar. 27, 1928
1,684,064	Miller	Sept. 11, 1928
1,708,037	Tucker et al.	Apr. 9, 1929
[fol. 21126]		
1,708,069	Tucker et al.	Apr. 9, 1929
1,732,773	Ripley	Oct. 22, 1929

GOVERNMENT EXHIBIT No. 1991

On Plate (x1990) But Not on H-5915

On Inventions by Hartford Inventors

Patent No.	Inventor	Date of Issue
1,756,109	Tucker et al.	Apr. 29, 1930
1,760,999	Tucker et al.	June 3, 1930
1,788,413	Steimer	Jan. 13, 1931
1,879,420	Nagle et al.	Sept. 27, 1932
1,908,936	Tucker et al.	May 16, 1933
2,030,804	Tucker et al.	Feb. 11, 1936

[fol. 21127] DEFENDANTS' EXHIBIT No. 1992

Summary

Patents listed in G. E. 1990 and H-5915

Expired and unexpired patents obtained by Hartford inventors		48
Expired and unexpired patents licensed to Hartford		5
Expired and unexpired patents acquired by Hartford		46
Total no. of expired and unexpired patents listed in above exhibits		99
Expired patents listed in G. E. 1990		18
Total no. of unexpired patents listed in G. E. 1990 and H-5915		81
Unexpired patents obtained by Hartford inventors	38	
Unexpired patents licensed to Hartford	1	
Unexpired patents acquired by Hartford	42	
	81	81

[fol. 21128] Government Exhibit 2008

Owens Patents Issued on Applications Involved in the 138 Interferences Listed in Ex. 973 and Not Listed in the Two Books of Owens Patents, Exs. 0-5252 and 0-5953

Inventor	Patent No.	Interference Involved in	Subject Matter of Patent
Whittemore	1,310,225	44,780	Feeder
Lents	1,331,512	48,225	Feeder or Former?
Soubier	1,571,216	53,835	Tubing
Ferngren	1,581,922	56,234	Feeder
LaFrance	1,581,963	48,265	Feeder
Soubier	1,603,160	48,266; 50,772	Feeder
Soubier	1,614,936	50,772; 50,773	Feeder
Ferngren	1,628,238	48,326; 48,327; 48,447	Feeder
Soubier	1,632,632	51,026	Former
Hofman & Soubier	1,665,362	55,295	Feeder
Soubier	1,685,143	50,774	Feeder
LaFrance	1,692,553	48,267	Feeder
Williams	1,695,788	57,809	Leer
Cramer	1,737,219	52,257; 52,259	Feeder
Soubier	1,737,524	56,367	Former
Soubier	1,739,873	54,021	Feeder
Cramer	1,771,876	58,917	Leer
Soubier	1,778,775	53,729	Feeder
Owens	1,825,416	48,200	Feeder
Lott	1,840,856	39,376	Feeder
Soubier	1,843,178	48,749	Feeder
Soubier	1,843,248	60,700	Feeder
[fol. 21129]			
Soubier	1,850,113	50,782	Former
Hoge & Hofman	1,876,005	61,630	Former
Kadow	1,894,100	66,503	Tube Making Machine
O'Neill	1,896,237	60,734	Submerged Stirrer
Nesbitt	1,923,581	55,646	Lehr
Rule	1,967,452	62,766	Former 62,768
O'Neill	1,992,321	66,908	Former
O'Neill	1,992,963	63,120	Former

[fol. 21130]

DEFENDANTS' EXHIBIT NO. HA5076-B

Hazel-Atlas U. S. Patents Relating to Manufacture of Glassware

(A) Glass Feeders
(B) Glass Forming Machines
(C) Lehrs, Lehr Loaders, Transfer Mechanisms, Tanks, Fitters, Etc.

(A)

Algeo	1,816,275
Bowman	1,166,576
Good	1,266,011
Good	1,269,597
Good	1,844,847
Greer	1,790,984
Haub	1,748,550
Haub	1,775,199
Stenhouse	1,590,558

Stenhouse	1,735,551
Stenhouse	1,236,496
Stenhouse	1,265,827
Stenhouse	1,274,625
Stenhouse	1,542,013
Stenhouse	1,563,935
Stenhouse	1,746,913
Stenhouse	1,761,372
Stenhouse	1,809,794
Stenhouse	1,819,446
Stenhouse	1,832,331
Stenhouse	1,847,276
Stenhouse	1,848,395

[fol. 21131]

(B)

Algeo	1,177,589
Bowman	1,191,868
Miller	1,835,172
Stenhouse	1,297,412
Stenhouse	1,564,497
Stenhouse	1,590,481
Stenhouse	1,601,836
Stenhouse	1,809,793

(C)

Algeo	1,827,553
Bowman	1,835,690
Bryant	1,738,634
Bryant	1,846,016
Carnahan	1,836,444
Coleman	1,466,640
Coleman	1,838,530
Covey	1,839,375
Crawford	1,696,294
Dawson	1,816,280
Dodge	1,679,295
Fithian	1,671,674
Flint	1,764,832
Freese	1,439,305
Freese	1,567,725
Freese	1,838,936
Giles	1,699,186

[fol. 21132]

(C)

Beeson	592,623	Feb. 12, 1932
Beeson	539,088	May 21, 1931
Bennett	270,438	Apr. 16, 1928
Bowman	535,260	May 5, 1931
Bowman	286,125	June 18, 1928
Bowman	392,608	Sept. 14, 1929
Bowman	280,861	May 26, 1928
Bowman	527,510	April 3, 1931
Bowman	515,810	Feb. 14, 1931

Brady	284,419	June 11, 1928
Covey	462,564	June 20, 1930
Crosbie	606,973	Apr. 22, 1932
Flint	419,953	Jan. 10, 1930
Freese	600,539	Mar. 22, 1932
Freese	448,073	Apr. 28, 1930
Freese	236,524	Nov. 29, 1927
Freese	448,074	Apr. 28, 1930
Freese	236,523	Nov. 29, 1927
Good	548,217	July 1, 1931
Good	269,447	Apr. 12, 1928
Good	460,777	June 12, 1930
Gorsuch	433,415	Mar. 5, 1930
Hardman	564,450	Sept. 22, 1931
Hardman	336,264	Jan. 30, 1929
Hardman	359,017	Apr. 29, 1929
Haub	559,797	Aug. 27, 1931
Roberts	398,777	Oct. 10, 1929
Stenhouse	216,438	Aug. 30, 1927
Stenhouse	328,981	Dec. 28, 1928
Stenhouse	323,016	Dec. 4, 1928
Sturm	511,371	Jan. 24, 1931

Logan

[fol. 21133]

Hazel-Atlas Pending U. S. Applications Relating to Manufacture of Glassware

(A) Glass Feeders
(B) Glass Forming Machines
(C) Lehrs, Lehr Loaders, Transfer Mechanisms, Fire-Finishers, Tanks, Batch Feeders, Etc.

(A)

		Filed
Algeo	88,067	Feb. 13, 1926
Algeo	445,696	Apr. 19, 1930
Algeo	611,676	May 16, 1932
Brady	568,134	Oct. 10, 1931
Good	180,281	Apr. 1, 1927
Ross	614,579	May 31, 1932
Stenhouse	449,488	May 3, 1930
Stenhouse	447,387	Apr. 25, 1930
Stenhouse	445,789	Apr. 19, 1930
Stenhouse	426,083	Feb. 5, 1930
Stenhouse	444,808	Apr. 16, 1930

(B)

Algeo	151,514	Nov. 29, 1926
Beeson	607,860	Apr. 27, 1932
Freese	599,025	Mar. 15, 1932
Freese	97,396	Mar. 25, 1926
Miller	349,445	Jan. 5, 1920
Stenhouse	362,075	May 10, 1929

[fol. 21134-21865]

Good	1,421,210	
Good	1,421,211	
Good	1,469,457	
Good	1,535,722	(½ interest)
Good	1,554,275	(½ interest)
Good	1,579,353	
Good	1,712,205	
Good	1,844,154	
Henning	1,579,364	
Lloyd	1,519,586	
Oliver	1,534,863	
Oliver	1,534,864	
Ross	1,858,642	
Stenhouse	1,712,907	
Stenhouse	1,534,878	
Stenhouse	1,575,185	
Stenhouse	1,808,689	
Wittman	1,832,343	
Wittman	1,832,344	